

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE CITY OF MARICOPA**  
**and**  
**EDKEY, INC. DBA SEQUOIA PATHWAY ACADEMY**  
**for**  
**SCHOOL RESOURCE OFFICERS (SRO)**

This Memorandum of Understanding (“MOU”) dated this \_\_\_\_ day of \_\_\_\_\_, 2020, is made by and between the Edkey, Inc., an Arizona non-corporation doing business as Sequoia Pathway Academy (“Sequoia”), and the City of Maricopa, an Arizona municipal corporation, by and through the City of Maricopa Police Department (“CITY”) for School Resource Officer (“SRO”). Sequoia and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, the City was awarded a grant by the U.S. Department of Justice Office of Community Oriented Policing Services (the “COPS Grant”) in the amount of \$375,000.00 for three (3) full-time officer position(s) over a three (3) year period; and

**WHEREAS**, the COPS Grant requires a local cash match in the amount of \$450,264.00; and

**WHEREAS**, Sequoia will contribute \$105,372.56 over the course of four (4) years for one (1) SRO, as further identified in Appendix One; and

**WHEREAS**, the COPS Grant requires an agreement between the City and Sequoia outlining the services to be provided for the SRO.

**NOW THEREFORE**, Sequoia and City agree to the following terms and conditions and for the consideration hereinafter set forth related to the City providing an SRO:

1. The primary purpose of this Agreement is to establish the School Resource Officer Program (“Program”).

**2. Obligations**

A. City of Maricopa Responsibilities

1. SRO Positions. Pursuant and subject to the terms of this Agreement and subject to staffing availability, the City shall provide one (1) full time Maricopa Police Officer to serve as a SRO for Sequoia.

The parties may, at any time by mutual agreement, increase the number of full time SROs consistent with the terms and procedures established in this agreement.

The City, at its sole discretion, has the authority to reduce or eliminate SRO services at any time.

2. SRO Supervision. The Police Department shall supervise the work of the SRO and provide the transportation and equipment necessary to accomplish all assignments. The Site

Administrator/Principal of the school ("Site Administrator") and Sequoia shall not interfere with the duties of the SRO as a sworn law enforcement officer.

3. SRO Evaluations. The Maricopa Police Department shall be responsible for conducting SRO performance evaluations on an annual basis with input from the Site Administrator.
4. SRO Discipline. The City will have the sole authority for the (a) discipline of the SRO and (b) implementation of policies and procedures in the handling of law enforcement matters. The City shall have a written document that describes the general chain of command and channels of communication and shall provide such document to Sequoia.
5. SRO Training. The City shall be responsible for training SROs.
6. Facility Keys. Any keys to school Sequoia facilities currently held by or subsequently provided to the Maricopa Police Department shall be returned to the School Sequoia immediately upon request.

#### B. Sequoia Responsibilities

1. Financing the SRO. Sequoia shall reimburse the City the yearly costs, expenses, entitlements, and benefits of one (1) SRO as provided in Appendix One (1) of this agreement.

Any overtime hours requested by Sequoia (outside of normal SRO duties, i.e. after school hour activities, etc.) shall be administered in accordance with City's Extra Duty Employment Protocols policy regarding overtime, which is attached as Appendix Two. The City cannot guarantee that overtime hours will solely be performed by the SROs but will make attempts to have an SRO perform the requested overtime. If Sequoia requests approved overtime hours, Sequoia will pay for the overtime in accordance with City's Extra Duty Employment Protocols. The SRO shall not be an employee of Sequoia and, as such, in no event shall Sequoia be required or responsible for payment of salary or benefits directly to the SRO. Sequoia shall be invoiced in accordance with City's Extra Duty Employment Protocols. The City shall invoice Sequoia quarterly for any overtime worked not in accordance with this Section.

2. Additional Grant Funding. During the term of this Agreement, Sequoia may apply for any grant funding available for the SRO position as it becomes available.
3. SRO Offices. Sequoia shall provide office space(s) that provides privacy for the SRO to conduct his or her responsibilities under this Agreement in a confidential environment. Sequoia shall provide an office(s) that includes necessary equipment for the SRO to perform his or her duties, including, but not limited to, telephone, desk, chair, filing cabinet, current computer and printer.

#### C. SRO Responsibilities. The roles and responsibilities of the SRO shall be as identified by the Program materials and as provided herein:

1. The SRO shall track information relating to the Program as required by Sequoia and City, and shall provide the information on appropriate forms to Sequoia and City. The information tracked includes, but is not limited to, the following:
  - a. Problem solving and partnership efforts and activities related to the Program;

- b. Law enforcement related activities and other activities related to the Program;  
and
  - c. Juvenile contacts that can legally be disclosed to stakeholders (e.g. probation, MASH, PTO, social service organizations).
- 2. The SRO shall distribute parent surveys on an annual basis to get input regarding the Program.
- 3. The SRO shall develop policies and procedures to support the mission of the SROs and the Program.
- 4. SRO shall spend a minimum of 75% of their time in and around their assigned schools, working on youth-related activities.

### **3. Police Emergencies**

- A. The Parties agree that in case of a police emergency, the City may call any SRO away from duties at Sequoia for the duration of such emergency. Such emergency use of the SROs time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve Sequoia of any of its obligations under this Agreement. The SRO will be placed back on duty at Sequoia as soon as possible following the emergency.

### **4. Purchases.**

- A. All materials, supplies, or equipment purchased by Sequoia for the development and implementation of the Program shall remain the sole property of Sequoia. All materials, supplies, or equipment purchased by the City for the development and implementation of this Program shall remain the sole property of City.

### **5. Accounting, Reporting and Documents.**

- A. Funds paid to the City by Sequoia shall be handled and accounted for in accordance with the respective regular operating procedures established by the City and Sequoia.
- B. The City shall provide Sequoia with documentation of the amounts expended to support the SRO on an annual basis.
- C. The assigned SRO shall establish and maintain reporting procedures and controls that are acceptable to both City and Sequoia.
- D. All financial books, accounts, reports, files, and other financial records of the City and Sequoia relating to this Agreement shall be kept for a period of five (5) years after the termination of this Agreement. Any other records of the City and Sequoia relating to this Agreement including, but not limited to, body cam video, shall be retained in accordance with the Parties respective records retention schedule.
- E. All records, reports, and Program evaluations related to official acts or performance of the SRO will be shared jointly with Sequoia and the City.

### **6. Special Events.**

- A. In the event that Sequoia and/or the Maricopa Police Department determine that it would be mutually beneficial to conduct drills, exercises, on-campus instruction, or other similar event outside of this Agreement, Sequoia and City will execute a separate, detailed, adjunct agreement specific to the event.
- B. In the absence of a pre-determined activity as contemplated by paragraph 6.A., above, or a call for service via 911 or other emergency communication device, the Maricopa Police Department shall only conduct official duties and activities on the campus of a Sequoia school at the invitation of Sequoia Superintendent or individual school Site Administrator.

## **Common Terms and Agreements**

### **7. Insurance.**

- a. Each Party shall provide and maintain in full force while this Agreement is in effect (i) Public Liability and property damage insurance from a reliable insurance company authorized to transact business in Arizona in an amount of not less than \$1,000,000 for bodily injury or death or property damage, one occurrence, and (ii) workers' compensation insurance as required by Arizona law. Public liability and property damage insurance shall list the other Party as an additional insured.
- b. Each Party shall provide proof of such insurance on an annual basis, and within thirty (30) days after each Party renews its insurance coverage.
- c. Either Party that obtains knowledge of any injury, loss, damage or claim arising out of the use of an SRO which may subject the other Party to any liability shall immediately give written notice of such possible claim to the other Party.
- d. In the event that a claim is made against either or both Parties to this Agreement and both Parties have obtained insurance coverage from an insurance company, the primary insurance shall be that of the Party who was assigned the SRO at the time of the event giving rise to such claim, absent a showing that the damage to property or injury to or death of person(s) arose out of the sole act, omission or negligence of the other Party or its departments, officers, employees and/or agents.

**8. Indemnification.** To the extent permitted by law, the City agrees to indemnify, save and hold harmless Sequoia from any loss, claims or damages that may arise during, or be caused in any way by, the City's use of the SRO. To the extent permitted by law, Sequoia agrees to indemnify, save and hold harmless the city from any loss, claims or damages that may arise during, or be caused in any way by, Sequoia's use of the SRO.

**9. Duration of Agreement.** This Agreement shall be effective upon approval by both City's Mayor and the Council, and Sequoia. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, otherwise this Agreement shall be effective for four (4) years from the effective date of this Agreement, unless otherwise extended or terminated by the Parties. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

**10. Default, Breach, Remedies and Termination.** This Agreement may be terminated by either party if in its judgment such action is necessary due to: 1) funding; 2) statutory changes; 3) failure to perform; or 4) non-compliance with this Agreement. If either Party fails to perform any of its

obligations under this Agreement or fails to comply with the terms of this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law. Termination may otherwise occur for any reason by either party providing written notice to the other party ninety (90) days prior to the effective date of termination.

**11. Disposition of Property.** Upon termination of this Agreement for any reason, Sequoia shall retain all property to which it holds title, and City shall retain all property to which is holds title.

**12. Assignment and Delegation Prohibited.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

**13. No Third Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-Party and do not intend to create any third Party beneficiaries to this Agreement.

**14. Notices.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

**If to City:** Chief of Police  
City of Maricopa Police Department  
39675 W. Civic Center Plaza  
Maricopa, Arizona 85138

**If to Sequoia:** Sequoia Pathway Academy  
Attn:  
19265 N. Porter Rd.  
Maricopa, AZ 85138

**15. Waiver of Terms and Conditions.** The failure of City or Sequoia to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right of privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

**16. Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.

**17. Governing Law and Venue.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. If there is a dispute that is subject to the mandatory provisions of ARS 12-133, the parties shall submit the matter to non-binding arbitration. In the event either party shall bring suit to enforce any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable

attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

**18. Entire Agreement.** This Agreement and any attachments represents the entire Agreement between City and Sequoia and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral regarding SROs. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

**19. Non-Discrimination.** Both parties shall comply with all applicable State and Federal employment laws, rules, and regulations including the Americans with Disabilities Act and Executive Order 2009-09, which requires that all persons shall have equal access to employment opportunities regardless of race, color, religion, sex, age, national origin or political affiliation.

**20. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**21. Conflicts of Interest.** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

[SIGNATURES ON NEXT PAGE]

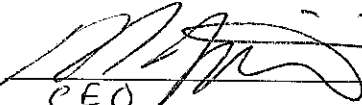
IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year set forth below.

**City of Maricopa**

**EDKEY, INC. DBA SEQUOIA PATHWAY  
ACADEMY**

By: \_\_\_\_\_

Christian Price  
Mayor

By:   
\_\_\_\_\_  
CEO

Date: \_\_\_\_\_

Date: 11/6/2020

**Approved as to form:**

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_