

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF INDEPENDENCE, MISSOURI
AND
THE INDEPENDENCE POLICE FOUNDATION**

Article 1. Background

The City of Independence (“City”) owns, operates and funds the Independence Police Department (“IPD”) in Independence, Missouri. The IPD exists to protect life, liberty and property for all within the City of Independence; to lower crime and disorder in the community; to develop and maintain a positive relationship with members of the community; and to foster a positive work environment for police employees. The Independence Police Foundation (“Foundation”) is a private non-profit organization incorporated in Missouri and operated solely in support of the IPD and the Foundation’s objectives as a 501(c)(3) entity. It is the mission of both parties to sustain a highly successful IPD to support the public safety and welfare of the Independence community.

Article 2. Purpose

The City and the Foundation are fully committed to the IPD’s success, and each party’s efforts toward this goal should complement and enhance the other’s efforts. Thus, the purpose of this Memorandum of Understanding (MOU) is to define the relationship between the City and the Foundation to encourage collaboration for the benefit of the IPD. The Foundation raises private and grant funds to support projects, programs, equipment and other needs to help the IPD successfully achieve its mission to protect life, liberty and property within the City of Independence, Missouri.

The Foundation has three core objectives:

- (1) To assist the Independence Police Department in reducing crime and disorder through policing best practices, technology and equipment; and
- (2) To work with the Independence Police Department to ensure that every civilian and sworn member of the department has access to the best training to perform at the highest levels of professional standards; and
- (3) To assist employees and immediate family members of the Independence Police Department with economic hardships due to death, disability, critical illness or other catastrophic life event.

Article 3. Legal Effect of the MOU

Although the parties share a common mission, they are, and shall remain, separate legal entities. This MOU is not intended to create, nor should it be construed to create, a joint venture, agency, employment or partnership relationship among the parties. This MOU is not intended to create, nor shall it be construed to create, any obligation for one party to provide funding or resources to the other party.

Article 4. Responsibilities

1. Each party shall do the following:
 - a. Determine the best way to perform its responsibilities hereunder, using its own resources, without the control of the other party.
 - b. Maintain, in their own possession and control, separate financial accounts and records related to their activities. The Foundation acknowledges that any recorded information that is made, kept, maintained, or in possession of the City is subject to disclosure under Chapter 610 of the Revised Statutes of Missouri (“Sunshine Law”). While the City may withhold information as permitted by the Sunshine Law, the Foundation understands that any information shared with the City may be subject to the Sunshine Law, depending on the content and context.
 - c. Ensure that it represents itself as a legal entity, separate from the other party, in every way, including but not limited to, marketing and promotional materials.
 - d. Neither party shall represent that it is the agent or official representative of the other. The Foundation shall not use the City or IPD logos or name, and the City shall not use the Foundation logo or name.
2. The City shall do the following:
 - a. Provide the Foundation, where legally permissible, with access to City employees to share information about the mission of the IPD with Foundation directors and donors.
 - b. Provide the Foundation with complimentary office space within the Independence Police Department headquarters, or another mutually agreed location, including access to a phone line, internet and email address.
 - c. Host a Foundation page on the city’s website with content provided by the Foundation.
 - d. Upon request, provide presentations, materials and other relevant information concerning the IPD in support of fundraising efforts or other joint undertakings.
 - e. Upon request, assist with the preparation of forms and similar documents related to Foundation grants that the City accepts.
 - f. Refer IPD employees or immediate family members experiencing economic hardship to the Foundation for consideration for assistance.
 - g. Waive City of Independence special event fees or facility rental fees for Foundation special events, when such special events are directly related to a fundraising effort for the benefit of IPD. To obtain such waivers, the Foundation shall, in advance, inform the city manager or his designee of the purpose of the special event, and the city manager or his designee has the sole discretion to determine whether such fees should be waived. This provision shall not apply to any direct out-of-pocket expenses that the city would incur for such special events.
3. The Foundation shall do the following:
 - a. Coordinate with the IPD to determine mutually agreeable projects, programs, equipment and other items for which to fundraise in support of the IPD mission.
 - b. Establish a transparent process for IPD to request funds from the Foundation for eligible expenses.
 - c. Obtain written acceptance from IPD for any non-cash gifts or awards.

Article 5. Term and Termination

This MOU shall be effective upon execution by both parties, and shall remain in effect until terminated by either party, upon service of written notice to the other party. The parties may amend this Agreement in writing, by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

INDEPENDENCE POLICE FOUNDATION

BY: _____
Lois McDonald
Board President

_____ Date

CITY OF INDEPENDENCE, MISSOURI

BY: _____
Zachary C. Walker
City Manager

_____ Date

ATTEST:

BY: _____
City Clerk

_____ Date