

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARADISE VALLEY
AND THE
PARADISE VALLEY PUBLIC SAFETY FOUNDATION, INC.**

This Memorandum of Understanding (“MOU”) constitutes an Agreement between the Town of Paradise Valley (“TPV”), and the Paradise Valley Public Safety Foundation, Inc. (“Foundation”).

I. PURPOSE

The intent of this Memorandum of Understanding is to outline the purpose and intent of the parties, and to enhance the cooperative spirit between the two entities. This MOU also defines and clarifies certain roles and responsibilities between the TPV and the Foundation.

II. AUTHORITY

Authorities for the TPV to enter into this MOU include, but are not limited to, 28 U.S.C. § 533 and 28 C.F.R. § 0.85. Coordination between the TPV and the Foundation will be conducted based upon the guidelines contained herein, as applicable.

The Foundation agrees that the TPV may in its sole discretion revoke the authority of the Foundation to operate under any name or operations that includes reference to the Town of Paradise Valley (including, without limitation, the TPV Police Department, fire or ambulance services, or any other organization of the TPV, or any activities undertaken by or on behalf of the TPV) if the TPV determines that the Foundation activities conflict with the TPV’s missions, or for any other reason within the TPV’s sole discretion. The TPV also has the sole discretion to revoke this authority if deemed appropriate if the Foundation fails to respond to reasonable requests for documentation confirming that the Foundation is in good standing, such as requests for proof of compliance with state and federal corporate, non-profit and tax laws.

III. BACKGROUND

In keeping with the TPV’s priorities, the Foundation’s main focus is to support the Paradise Valley Police Department and Paradise Valley public safety needs including:

1. providing funding and financial support for materials, facilities, equipment and technologies;
2. providing financial assistance in crisis situations;
3. recognizing those who protect our communities; and
4. supporting community programs including crime and violence prevention programs.

The Foundation is a private non-profit corporation, associated with, but not part of, the Town of Paradise Valley. Particular emphasis is placed on supplementing the mission and fiscal resources of the TPV with the fundraising efforts of the Foundation to promote public safety initiatives such as community service projects and also educating local businesses, residents, and visitors about

public safety in the TPV. In addition to the priorities of the TPV, and the TPV police department, the goals of the Foundation include:

1. Providing board members, officers and committee members of the Foundation with resources, training, information, and technical assistance supporting the use of best practices and prioritizing the public safety needs of the TPV;
2. Educating residents, visitors and workers in TPV about public safety issues and challenges; and
3. Undertaking other activities in consultation with the Paradise Valley Police Department, which align with the missions and strategic plan goals of the TPV and the Foundation.

IV. RESPONSIBILITIES

In fulfilling the purpose of this MOU, the parties to this agreement, subject to applicable legal limitations and requirements, agree to fully cooperate, participate and be responsible for the following activities under this agreement:

A. The TPV will be responsible for the following:

1. The TPV Police Department will designate a liaison to coordinate with the Foundation's Board of Directors when addressing specific community initiatives.
2. The TPV Town Council will review all Foundation initiatives to ensure they do not conflict with the best interests of the TPV.
3. The TPV has entered into an MOU with the Foundation ensure the Foundation conducts itself and operates in a manner that is consistent with the high standards of TPV. TPV appreciates the commitment and expectation that each Foundation board member, officer, and committee member attains training, seeks support, or has experience in best practices for the governance of non-profits, model documents and other resources to assist in the development and administration of the Foundation.

B. The Foundation will be responsible for the following:

1. The Foundation will exercise independent judgment and utilize the creativity of its members to develop effective approaches to community outreach in support of the mutual interests of TPV, its residents, communities and businesses.
2. The Foundation will work to establish goals, objectives, and critical paths to guide its interaction with the TPV, the TPV Police Department and the local community.
3. The Foundation will continue to pursue best practices in managing the growth and impact of the Foundation. This would include but is not limited to: fundraising; training of board members, officers, and committee members; adopting best practices for governance; use of

independent accounting services; and completing periodic reviews of its administrative records, finances and internal policies to provide the accountability necessary to ensure the overall integrity of the Foundation. These efforts will be documented; and the Foundation agrees that any such reviews may be shared with TPV upon request.

4. The Foundation commits to operations and activities that do not conflict with the best interests of the TPV; and that the Foundation will be in good standing with local, state and federal corporate, charitable and tax laws.
5. The Foundation shall, at all times, use care so as to avoid any public confusion about its role and responsibilities. This includes that the Foundation shall avoid the appearance that it is, in any way, an oversight board or body for the TPV police or any other TPV activity or operation. Furthermore, the Foundation shall not involve itself in political matters, nor shall the Foundation make statements, take any actions, or engage in any activities that would tend to make the TPV, its officials, its employees or any of its affiliates the subject of ridicule, scorn, or criticism.

V. UNDERSTANDING OF THE PARTIES

Although the parties acknowledge that this MOU is not entered into as a legally binding agreement, nor as a formal expression of a legally binding agreement, it is an expression of the desires, goals, purposes, and intentions of the parties concerned. Similarly, this MOU does not confer, grant, or authorize any rights, privileges, or obligations as to any third parties.

VI. LIMITATIONS

The Foundation may not use the TPV's official seal without the specific approval of the TPV Town Council or its Town Manager (or authorized designee). The Foundation may continue to use the name and initials of the TPV as part of its organizational name or operations unless such authorization is revoked pursuant to Article II above. The Foundation may not otherwise use the TPV's name or initials, and/or seal for the purposes of soliciting funds or lobbying, and shall take all appropriate measures necessary to ensure that its communications and activities do not appear to be those of the Town of Paradise Valley. Representatives of the Foundation may not speak on behalf of the TPV, the Town Council, nor represent that they are agents or employees of the TPV.

VII. FUNDING

The parties acknowledge and agree that this MOU is not an obligation or commitment of personnel or funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the parties. Unless otherwise agreed in writing, each party is to bear its own costs in relation to this MOU. Expenditures by the TPV will be subject to its budgetary processes, and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

VIII. KEY OFFICIALS

The TPV Mayor, Council Member serving as the Chair of the Advisory Committee on Public Safety (“ACOPS”) and the President of the Foundation, or their respective designees, are the key officials responsible for fulfilling the duties and obligations of this MOU (hereinafter "Key Officials").

IX. AMENDMENT AND TERMINATION

This MOU shall remain in effect for two years and becomes effective upon the last date of signature by the duly authorized representatives of the parties noted. The MOU will renew automatically for two year successive terms unless terminated with thirty (30) days written notice to the Key Officials. This MOU may be amended only by written agreement and signed by the executive officer of each of the two entities (which in the case of TPV shall be the then-current Mayor). Each party retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. The TPV’s right to immediately, in its sole discretion, revoke the authority of the Foundation to operate under any name which includes Paradise Valley, “TPV” or which makes reference to the Town of Paradise Valley as set forth above shall survive any termination of this agreement.

Town of Paradise Valley

**Paradise Valley
Public Safety Foundation, Inc.**

Mayor

Date

President

Date

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

Exhibit A – Accomplishments and Goals

Accomplishments and goals for the year will be completed following a strategic planning and goal setting session between the Board of the Foundation and TPV Police Department. The goals and objectives listed are to be concrete, actionable items with the ability to define successes and measure outcomes. The goals and objectives are to enhance the TPV's mission and public safety goals for the upcoming year. The TPV Council and/or their designee (e.g., ACOPS, etc.) and the Foundation Board of Directors will conduct review sessions approximately every two years to review performance and to ensure accountability of the process.