



THE SCHOOLYARD PROJECT MEMORANDUM OF UNDERSTANDING

Upon acceptance of the Schoolyard Project (Project) by the City of Lynden, this Sponsorship Memorandum of Understanding (MOU), is made this ____ day of _____, 2024, by and between **Whatcom Community Foundation** (“Foundation”), a Washington nonprofit corporation, the **City of Lynden** (“City”), and representatives of the **Schoolyard Project Committee** (the Committee), is as follows:

The above Parties have entered into this MOU for the purpose of memorializing their related interests and responsibilities in securing funding and completing the construction of the Schoolyard Pavilion, entry structure and other related Schoolyard Park capital improvements (Project). This is a privately funded and managed project offered to the City as inspiration to the Lynden community to enjoy this historic place where many experienced the beginnings of their education journey as well as years of youth sports. The design and location of the structures reflect the legacy of the Glenning Schoolyard located at 700 Edson Street, Lynden, Washington. This MOU is by and between the following organizations:

Whatcom Community Foundation – A 501(c)(3) nonprofit charitable organization created by citizens of Whatcom County to enrich the quality of life for all area residents.

City of Lynden – A municipality that owns the land (the Schoolyard Park) to which Glenning Schoolyard Pavilion and playground will be added.

Representatives of the above organizations, to include Bob Libolt, Harlan Kredit, City of Lynden Parks Department and other related staff, (hereafter referred to as the *Schoolyard Committee or the Committee*.) will support

- Advocacy and fundraising supporting the design, engineering, and construction costs associated with the Project
- Completion of design and permitting for the Project
- Completion of Project construction

The Foundation has agreed to serve as Project Sponsor for a period of not more than twelve (12) months ending April 30, 2025. The Board of Directors of the Foundation has passed a motion adopting the Project as consistent with its purpose and mission, and it will be accounted for as a Foundation program

for IRS auditing and financial reporting purposes. All gifts to the Project are subject to the variance power of the Foundation's Board of Directors, as set forth under Treasury Regulations, 1.170A-9(e)(11)(V)(B), (C) and (D).)

As compensation for the Foundation services, a minimum fee of \$2,500 will be charged and revisited if needed. Any income earned by the Fund accrues to the Foundation for administrative purposes.

The Foundation will acknowledge all contributions to the Project in writing and will provide financial reporting to the other parties of this MOU as requested. Funds raised may be used to pay administrative expenses of the Project, such as fundraising expenses or to reimburse the City Lynden for other Project expenses. The Parties may apply to individuals, foundations or other funding sources under Foundation auspices, but the Foundation is not responsible for fundraising for the Project. Foundation staff must review all fundraising plans and requests. All printed materials must identify the Project as "Affiliated with the Whatcom Community Foundation." In addition, public programs or events related to the Project must include acknowledgement of the Foundation's participation.

The City may secure funds for the Project through grant applications and/or in-kind contributions of goods and services. The City will acknowledge all contributions to the Project in writing and will provide periodic financial reporting to the other parties to this MOU. This MOU does not obligate the City to secure a specific amount of funding for the Project.

All invoices and reimbursements will be approved by a designated Committee member at least seven days prior to the requested payment date by the Foundation. The designated Committee member will provide original invoices and sign off that the expense is chargeable to the Project and that all materials have been received and/or services performed.

Foundation staff will review invoices submitted by the Committee and/or the City for qualified expenses and make payments, generally within seven (7) days of receipt of the request. The Foundation will not directly oversee or accept liability for the construction phase of the project. The Foundation will not be responsible for any debts incurred by the Project, nor will it release any funds in amounts greater than the current balance of the Fund at any time.

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the parties. All parties assert that they are independent contractors and operate and intend to operate all their activities entirely independent of each other except as stated in the specific and express provisions of this Agreement. No other obligations exist between the Parties that are not included in this MOU or added, in writing, as addendums to this MOU.

General roles and responsibilities of each party are outlined in the attached Roles and Responsibilities document; all parties acknowledge that this document will evolve over time based on the needs of the Project and the willingness and ability of each party to fulfill various roles. Further, the parties assert that, other than as specified in this MOU, they are not in a joint venture, nor do they intend to operate as a joint venture. Any and all contemplated changes in the attached Roles and Responsibilities shall be in writing and made a part of this document.

The parties hereto have executed this agreement in triplicate as of the date and year first written above.

Whatcom Community Foundation

City of Lynden

Mauri Ingram
President & CEO

Scott Korthuis
Mayor

Schoolyard Committee Representative

Robert Libolt

Schoolyard Project Roles & Responsibilities

The following entities are involved in the Schoolyard Project (Project). Others may join the endeavor as the Project develops. The anticipated roles and responsibilities of each participating entity are listed below and may evolve over time based on a number of factors.

Whatcom Community Foundation

The Foundation, upon all parties signing the attached agreement, will serve as Fiscal Sponsor for the Project. As such, the Foundation will:

- 1) Support the fundraising efforts of the Committee and other Project supporters.
- 2) Allow use of the Foundation's name for solicitation of gifts and grant applications.
- 3) Hold and administer funds, based on the terms of the Fiscal Sponsorship Agreement, from any:
 - a) Future private or corporate grants, and
 - b) Individual grants/gifts.
- 4) Based on funds available, recommendation of the Project Steering Committee and approval of the Foundation Board:
 - a) Pay related Project expenses approved by the Committee.

City of Lynden

The City of Lynden owns the land housing the Schoolyard pavilion, entry structure and playground. As such, the City will:

- 1) Hold and administer proceeds from Public Sector grants.
- 2) Issue all required permits for the Schoolyard project and cover associated permit fees.
- 3) Provide electrical, water and sewer access for the Project.
- 4) Provide insurance for the Project.

Schoolyard Project Committee (Committee)

The Schoolyard Project Committee members will:

- 1) Provide Project Management.
- 2) Bid the construction and administer the construction project(s).
- 3) Review and approve Project invoices and reimbursements for payment using Foundation funds.
(Bob Libolt)
- 4) Participate in Project fundraising.
- 5) In partnership with other Project supporters, be responsible for Project advocacy and for securing additional Project funds from a variety of sources.