

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) by and between the City of Sumner, a Washington Municipal Corporation (hereinafter “Sumner”), and Sumner-Bonney Lake School District (hereinafter “SBLSD”) (collectively “Parties”), and effective as of the 1st day of January, 2025 (the “Effective Date”) throughout the end of the 2026 calendar year, is entered into for the purpose of establishing the roles, rights and responsibilities of the Parties related to receiving Community Partners Funds from Sumner.

WHEREAS, Sumner residents and businesses benefit from community partners in a number of ways including the provision of affordable housing, availability of supplemental food and resource options, social and health services for families and students, assistance to disabled populations, and economic and business development; and

WHEREAS, Sumner has made available city funds to assist and augment these services in the 2025-2026 Biannual Budget to serve the needs of the Sumner community; and

WHEREAS, the recipient of the Community Partner Funds agrees to use the funds appropriately and responsibly toward operations, activities, services, and programs/efforts happening in Sumner that will benefit people within Sumner; and

WHEREAS, Sumner agrees to contribute monetarily to aid the community partners in their operations, activities, services, and programs/efforts; and

WHEREAS, Sumner in providing funding for the 2025-2026 Biannual Budget and making available Community Partner Funds, makes no commitment or guarantee that city funds will be available to any community partner in future Sumner budgets; and

WHEREAS, the Parties enter into this MOA under the terms and conditions set forth hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and responsibilities, hereinafter specified to be kept and performed by the Parties hereto, IT IS HEREBY AGREED, by and between the Parties as follows:

1. Term. The duration of this agreement shall be that period commencing on the Effective Date and shall terminate on the 31st day of December 2026 (“Term”).
2. SBLSD Responsibility. SBLSD shall be responsible for using monetary funds primarily to operate the Sumner-Bonney Lake Family Center to provide for social and health services for students and families within Sumner and will benefit people within Sumner.
3. City Contributions.

A. City's Monetary Contribution: Sumner shall contribute to SBLSD up to the maximum dollar amounts listed below.

2025	2026	Total
\$35,000	\$35,000	\$70,000

B. Invoicing and Payment: SBLSD will invoice the City annually by March 31st of each year to facilitate the payment process. The City will, upon the receipt of SBLSD's invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of said invoice, unless it has provided a written dispute of the invoice (in whole or part) to the community partner in a timely manner.

C. Default by SBLSD. Should SBLSD fail to adequately provide the services contemplated by this agreement, Sumner shall have the right, in its sole and absolute discretion, to terminate this agreement and any and all future payments.

D. Marketing Material. Any marketing materials created by SBLSD shall recognize and acknowledge the Sumner's sponsorship of the organization at the appropriate level of funding with recognition listed and/or logo used. SBLSD is authorized to use the City logo for this reason only and must adhere to the requirements of the City Stylebook (See Attachment 1). The use of the logo should be reviewed by the City's Communications Division by emailing carmenp@sumnerwa.gov and josephm@sumnerwa.gov prior to it being used or published.

4. SBLSD Termination. This agreement may be terminated by SBLSD upon delivery of a written notice to Sumner. Said termination shall take effect no less than thirty (30) days thereafter.
5. Sumner Termination. Sumner shall have the right to terminate this agreement for cause, upon written delivery to SBLSD outlining the reasons therefore. In the case of a termination for cause, the termination shall be effective immediately and SBLSD shall not be entitled to any payment obligation that arises after the effective date of the termination.
6. Dispute Resolution. Unless this agreement is otherwise terminated pursuant to Paragraph 5 above, the Parties hereby agree to submit all disputes that occur by way of this agreement to binding mediation. For the resolution of any dispute that arises hereunder, the parties agree to utilize the mediation or arbitration services of JAMS, jamsadr.com. Within thirty (30) days of the date that either party notifies the other party of a dispute, JAMS shall be asked to assign any available mediator who the parties shall accept except in the case of a direct conflict, in which case the next available mediator shall be assigned and said mediation shall occur within ninety (90) days of the date the mediator is chosen. The parties agree to evenly share the cost of any mediation or arbitration services necessary to resolve any dispute, and each party shall be solely responsible for their own attorney, consultant and expert fees.

7. Choice of Law and Venue. The parties agree that this MOA shall be governed by and construed in accordance with the laws of the State of Washington which shall be the exclusive courts of jurisdiction. Venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this MOA shall be Pierce County Superior Court.
8. Written Amendments. The provisions of this MOA may only be amended or supplemented in a writing signed by both Parties.
9. Binding. All of the terms and provisions of this MOA shall be binding and inure to the benefit of the Parties and their respective permitted successors and assigns. This MOA is solely for the benefit of the Parties hereto and not for the benefit of any third party.
10. Headings. The headings contained in this MOA are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this MOA.
11. Invalidity. If any provision of this MOA is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this MOA shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.
12. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this MOA shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this MOA shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this MOA. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
13. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
14. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this MOA and to perform its obligations under this MOA, and that it is not restricted by agreement or otherwise from entering into and performing this MOA.

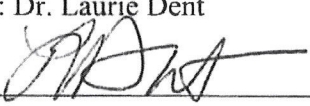
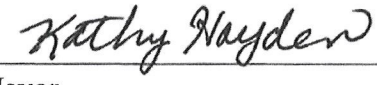
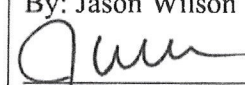
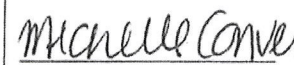
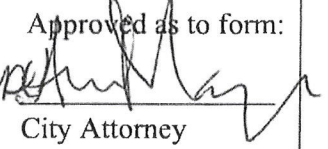
15. Notices. All notices, requests, consents and other communications required or permitted under this MOA shall be in writing and shall be deemed to have been given: (i) when delivered, if hand delivered, (ii) three (3) business days after deposit with a reputable overnight courier marked for “next business day” delivery, or (iii) upon receipt, if sent by facsimile, provided that an original is thereafter sent in the manner provided above, and shall be addressed as follows:

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
SUMNER-BONNEY LAKE SCHOOL DISTRICT: Marilee Hill-Anderson, Director of Community Engagement Sumner-Bonney Lake School District 1202 Wood Ave Sumner, WA 98390	CITY OF SUMNER: Ryan Windish, Community Development Director City of Sumner 1104 Maple Street Sumner, WA 98390

or to other such address as either party may designate by notice complying with the terms of this subparagraph.

16. Entire Agreement. This MOA represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other versions, negotiations, understandings, and representations (if any) made by and between such parties.

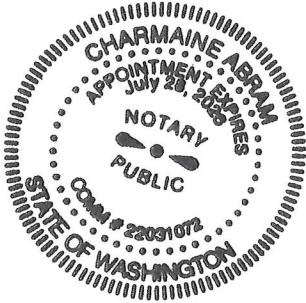
IN WITNESS WHEREOF the parties hereto have executed this MOA as of the day and year first written above.

SUMNER-BONNEY LAKE SCHOOL DISTRICT:	CITY OF SUMNER:
By: Dr. Laurie Dent	By: Kathy Hayden
	
Superintendent	Mayor
DATE: <u>4/28/25</u>	DATE: <u>05/01/25</u>
(Notary Required on Next Page)	By: Jason Wilson
	
	City Administrator
	DATE: <u>05/05/2025</u>
	Approved as to Form:
	Attest: Approved as to form:
	
	
	City Clerk City Attorney
	DATE: <u>5 May 2025</u> DATE: <u>5/5/2025</u>

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Laurie Dent is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute this instrument and acknowledged it as the _____ [Title] of the: [Community Partner Person In Charge], to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: 4/28/25



Print Name: CHARMAINE ABRAM
NOTARY PUBLIC in and for the State of
Washington, residing at 512 29th Ave SE; Puyallup, WA
My commission expires: 7/26/26