

**THIRD MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAKEWOOD AND ROTARY CLUB OF LAKEWOOD**

THIS THIRD MEMORANDUM OF UNDERSTANDING, dated this 4th day of January, 2022, is entered into by and between the City of Lakewood, a Municipal Corporation of the State of Washington, hereinafter referred to as the “City,” and the Rotary Club of Lakewood, a 501(c)(3) volunteer organization, hereinafter referred to as “Rotary” (hereinafter both the City and Rotary shall be collectively referred to as the “Parties”).

I. **PURPOSE:** This Third Memorandum encapsulates an agreement for use of the Pavilion at Fort Steilacoom Park in the City of Lakewood. This Third Memorandum will specifically identify responsibilities and use of the Pavilion.

II.

RESPONSIBILITIES: The parties commit to ensuring appropriate use and maintenance of the Pavilion in the Park as follows:

- A. The City of Lakewood shall perform the following tasks:
 - a. Own the facility and be responsible for management, maintenance and operations, which includes routine maintenance and scheduling use.
 - b. City may use or sell plaza bricks at their own discretion.

- B. Rotary shall be allowed the following use of the Pavilion on a mutually agreed upon date outside of standard use that would be available to any member of the public:
 - a. One half day Monday – Friday for an annual Club gathering,
 - b. One full day use which could be a weekend date for a Club gathering, event or community fundraiser; and
 - c. Rotary may continue brick sales at their own discretion, installation to be at a mutually agreed date and time. Replacement of any Rotary sold bricks is the responsibility and at the sole cost of the Lakewood Rotary.

Such use shall not incur a special use permit fee for access and use of the facility, however the costs associated with use of the Pavilion (cleaning, supervision, insurance, sanitation, permits, etc.) shall be paid by Rotary in advance of the event. All City facility use policies associated with use of the Pavilion will be followed. Under no circumstances may Rotary’s use of the Pavilion be auctioned, raffled, awarded or sublet to another party. Rotary’s use is exclusive to the

Rotary Club of Lakewood. Any half or full days not used in a current year will expire at the end of the calendar year and not be carried forward to the next year.

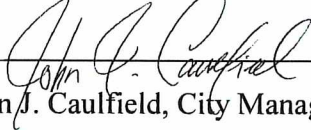
- III. **CITY SPECIFICALLY RESERVES THE FOLLOWING AUTHORITY:**
- a. Naming rights will be in accordance with City of Lakewood Resolution 2016-18 policies and procedures or current updated facility naming policy.
 - b. All facility management decisions, including maintenance, operations and scheduling, are within the exclusive authority of the City.
- IV. **AMENDMENTS.** This Third Memorandum reflects the agreement of the parties based on the project and their respective resources as currently known and understood. This Third Memorandum is an explicit writing as contemplated in section V. of the original Memorandum and reflects the current agreement of the parties, specifically replacing and superseding any prior agreements regarding this project.
- This Third Memorandum may only be amended by written agreement between the City of Lakewood and Rotary. This Third Memorandum shall constitute the entire agreement between the Parties, unless the Parties otherwise agree in writing, signed by both Parties. This Third Memorandum may only be superseded by an explicit writing.
- V. **SEVERABILITY.** If any section of this Third Memorandum is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
- VI. **INDEMNIFICATION.** Each Party to this Agreement shall remain solely liable for its own negligence, errors and/or omissions, and shall defend and hold harmless the other Party from any negligence, errors or omissions of the indemnifying Party. Neither shall be deemed to be an agent of the other Party, for purposes of this Memorandum.
- VII. **GOVERNING LAW AND THIRD PARTY RIGHTS.** This Memorandum shall be governed by the laws of the State of Washington and there shall be no third party beneficiaries to this Memorandum.
- VIII. **SURVIVAL AND NON-WAIVER.** The provisions of this Section shall survive the expiration or termination of this Memorandum with respect to any event occurring prior to such expiration or termination. The failure of either party to insist upon strict performance of any provision of this Memorandum shall not constitute a waiver of any right to insist upon such performance at a later time.
- IX. **TERM AND TERMINATION.** This Memorandum shall terminate on December 31, 2031, unless terminated sooner as provided herein. Either party may terminate this Memorandum without cause upon the giving of thirty (30) days

written notice of the intent to terminate. This Memorandum may be extended for additional periods by written agreement of the parties.

- X. **EFFECTIVE DATE.** This Memorandum shall be effective on the last date entered below.

IN WITNESS WHEREOF, the parties hereto executed with their signatures this agreement on the date first above set forth.

CITY OF LAKEWOOD



John J. Caulfield, City Manager

Dated: January 4, 2022

Attest: 


Briana Schumacher, City Clerk

Approved as to Form:



Heidi Ann Wachter, City Attorney

ROTARY CLUB OF LAKEWOOD



President