



3120 Martin Way E, Olympia, WA 98506-4950
Phone (360) 352-2510, Fax (360) 352-2782

www.jointanimalservices.org

**Joint Animal Services Commission (JASCOM)
Request for Proposals (RFP) for Meeting Facilitation for
JASCOM Strategic Planning Retreat**

Summary

The Joint Animal Services Commission (JASCOM) is requesting proposals from firms to provide meeting facilitation services to support JASCOM's annual strategic planning retreat on July 19, 2021 from 9:00 AM – 1:00 PM.

Background

Located in Washington State, Joint Animal Services (JAS) is Thurston County's primary regional animal shelter and animal control agency. JAS serves 286,419 residents in 774 square miles of urban and rural terrain. In 2019, JAS took in over 4,600 animals from across the county.

Established in 1977, JAS is jointly operated by the cities of Olympia, Lacey, and Tumwater, and Thurston County. This arrangement allows the jurisdictions to share resources and provide the highest quality of service to the community and its pets. Through an interlocal agreement the Joint Animal Services Commission (JASCOM) was established as the policy making body for JAS and consists of the following members:

- One member from the Board of County Commissioners of Thurston County
- One elected official of each of the cities of Olympia, Lacey, and Tumwater
- One member appointed by JASCOM who is a licensed veterinarian residing or practicing in Thurston County
- One member selected by the Thurston County Humane Society
- One optional member selected by a nonprofit organization based in Thurston County with shared animal welfare priorities. Such nonprofit shall be selected by members of JASCOM.

VISION:

Our vision is to build a safe and humane community for humans and animals.

MISSION:

To foster an environment of respect, responsibility, and compassion for all animals through learning, legislation and leadership.

GOALS:

- Ensure and advocate for animal welfare.
- Promote public safety.
- Support responsible animal ownership.

JAS has completed a number of projects in the last two years that strengthen the ability of JAS to delivery services to the residents of Thurston County, including a complete technological upgrade encompassing computers, phone system, shelter management software, and an online pet licensing portal. JAS is committed to animal welfare live-saving practices and industry standards set forth by the Associate for Shelter Veterinarians outlined in the *Standards of Care*. JAS is currently working on adding a medical and surgical suite to the shelter that will enable JAS to bring veterinary care in-house.

Each year, JASCOM holds a strategic planning retreat during which JASCOM synthesize their individual ideas with staff recommendations in order to arrive upon a broad consensus that serves as a framework for JAS in the coming year. JASCOM hires a professional meeting facilitator to organize and facilitate the



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JASCOM's strategic planning retreat in order to maximize the productivity of this meeting and to allow JASCOM to move through multiple discussions of complicated topics over the course of a half-day, typically in the summer.

Historically, the retreat has included a half-day session with all JASCOM members and varying combinations of staff. The meetings are open to the public and are planned with the expectation that members of the public will be on hand, but typically do not attract an audience.

Scope of Work

The selected firm will be responsible for working with staff to develop a detailed agenda for the 2021 JASCOM Strategic Planning Retreat in order to deliver a dynamic experience that results in a clear strategic planning direction for JAS in the coming year, as well as for the next five years (2021-2026). The facilitator must be fluent and experienced with both in-person and online strategic planning formats.

Specific activities include:

- **Agenda Planning** Work with the Executive Director for JAS to design a detailed agenda for the retreat, including clear delineation of timing, as well as space, equipment, food, logistics and other inputs necessary for a successful meeting.
- **Meeting Facilitation** Facilitate the retreat between staff and JASCOM in order to create a pleasant, dynamic, and productive retreat experience for participants. Methods to streamline the synthesis of multiple viewpoints into a coherent strategic plan is encouraged.
- **Meeting Summary** In consultation with staff, produce a written document that summarizes JASCOM's deliberations, including an overview document that lists priorities in a summary format.

The meeting is scheduled for **Monday, July 19, 2021** from 9:00 AM – 1:00 PM. The half-day strategic planning meeting will be on an online format such as Zoom, unless COVID-19 public health restrictions change prior to the Retreat to allow for in-person meetings. The selected facilitator(s) will be expected to be available either online or on-site for this meeting, depending on COVID-19 public health restrictions. The final written work product by the facilitator(s) shall be completed no later than August 13, 2021.

Proposal Requirements

Submittals presented in response to this RFP must include the following components, except as noted. Each component should include section headings clearly delineating the requirement to which each component is responding. Brevity is appreciated.

1. *Organizational Information*
 - a. Summary of the firm's qualifications and relevant experience.
 - b. Names and resumes of staff who would work on this engagement.
 - c. List of at least three public sector references for similar work.
2. *Approach to the Scope of Work* (1 page maximum)
 - a. Your firm's definition of a productive meeting: What are the elements of success?
 - b. Your firm's approach to facilitating productive meetings.
 - c. Special challenges that occur in a government setting and how your firm addresses them.
 - d. Optional: Describe any strategies, technological tools, or other innovations you use to streamline meetings.



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3. *Contracting*

- a. Please confirm that your firm has read the sample professional services contract included as **Attachment 1** to this RFP, and either (a) indicate that your firm is prepared to accept the terms of that contract, or (b) list specific edits that would need to be made in order for your firm to accept this engagement.
- b. Provide your firm's proposed price for the above-referenced scope of services. All prices must be on a project basis. Time and materials/hourly rate proposals will not be accepted.

Submittal Procedure

Clarifications

Please email all questions relating to this RFP to sarahjh@jointanimalservices.org no later than **Friday, June 25, 2021 by 4:00 p.m.** JAS will provide answers to any questions, which in the opinion of JAS warrant a written reply or RFP addendum, to all parties receiving this RFP. JAS will not respond to questions received after the deadline listed on the estimated schedule.

Submittal Process

Submit an emailed copy of your sarahjh@jointanimalservices.org **no later than 5:00 p.m.** on Thursday, July 1, 2021:

No faxed or mailed submittals will be accepted. Any submittals received after the deadline will not be considered.

Selection Process

Responses to this RFP will be evaluated based on the facilitator's experience, qualifications, price, fit with the JAS's organizational culture, and demonstrated understanding of the Scope of Work.

It is anticipated that JAS will select a facilitator between **Friday, July 2 - Tuesday, July 6, 2021.**

Terms and Conditions

1. JAS reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
2. JAS reserves the right to request clarification of information submitted, and to request additional information from any consultant.
3. JAS reserves the right to award the contract to a consultant that it deems to offer the best overall proposal. JAS is therefore not bound to accept a proposal on the basis of lowest price, and further, JAS has the sole discretion and reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of JAS.
4. JAS reserves the right to award any contract to the next most qualified consultant if the successful consultant does not execute a contract within three (3) days after the selection of the consultant.



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5. Any proposal may be withdrawn up until the date and time set forth above for opening of proposals.
6. JAS reserves the right to reject any proposed agreement or contract amendment that does not conform to the specifications contained in this RFP and which is not approved by JAS.
7. JAS shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP. JAS shall not be responsible for any costs incurred by the firm for any work in anticipation of being awarded the contract, any work performed prior to the execution of the contract, or any work outside of the scope of the contract unless the contract is modified to include any such work.
8. All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.
9. JAS will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) JAS discloses the records in response to a public disclosure request or (b) the proposer has given JAS express advance written permission to disclose the records. "Authorized persons" means those JAS officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to JAS.

If JAS receives a public disclosure request for records that the proposer has marked "proprietary information", JAS may promptly notify the proposer of the request. JAS may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If JAS has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served JAS with that injunction by the close of business on the tenth business day after JAS sent notice, JAS will then disclose the record.

10. Assignment: The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any of its rights, title, or interests therein, without the prior written consent of JAS.
11. Additional Language: JAS reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued, or that reflect State or Federal Law changes, or as required by funding entities.



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Attachment 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and **<name of Consultant>**, hereinafter "Consultant," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.
 - C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.
 - D. **Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Consultant's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.
2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by **<date>, 20** , unless the time for performance is extended in writing by the Parties.



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Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Consultant for the performance of those services designated in Exhibit "A," an amount not to exceed \$*****. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: *****
Phone:
Address:

TO THE CONSULTANT:

Name: *****
Phone:
Address:

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:



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1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
7. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.
 8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.
 9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.



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10. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, or subcontractors.
 - A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
 4. Professional liability insurance appropriate to Consultant's profession.
 - B. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
 1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
 2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
 3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:
 1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
 2. Consultant shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Consultant.
 3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any



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certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
 - D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
11. **Indemnification and Hold Harmless**. Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against



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Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

Consultant hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
14. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
15. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Consultant shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Consultant agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Consultant's services under this Agreement. Consultant further agrees that the Arbitrator(s)' decision therein shall be final and binding on Consultant and that judgment may be entered upon it in any court having jurisdiction thereof.
17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
20. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.
21. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid



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for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this ___ day of _____, 20__.

CITY OF LACEY

CONSULTANT:

By: _____
Scott Spence
City Manager

By: _____

Approved as to form:

David Schneider
City Attorney