



CITY OF LACEY

Request for Proposal

**to Lease Property Owned by
CITY OF LACEY
for
HAY PRODUCTION**

Proposal Due: 5:00 p.m. Friday, April 29, 2011

Contact: Lori Flemm, Director
City of Lacey Parks and Recreation Dept.
420 College ST. SE
Lacey, WA 98503
(360) 438-2633

REQUEST FOR PROPOSALS PROPERTY LEASE FOR HAY PRODUCTION

Notice is hereby given that proposals will be received by the City of Lacey at City Hall, 420 College Street SE, Lacey, WA 98503 until 5:00 p.m. Friday, April 29, 2011, for the following work:

LACEY GREENWAY PROPERTY LEASE FOR HAY PRODUCTION

The City of Lacey Parks and Recreation Department is seeking proposals from a qualified operator to cut and bale hay on approximately 39 acres of city owned property, parcel # 1180444000, located on Carpenter Road NE.

For questions, information or specific site inspections contact Lori Flemm, (360) 491-0857. Interested parties are advised that all equipment, labor, and materials needed to cut and bale hay will be the operator's responsibility.

The City reserves the right to reject any, all, or part of proposals received and to waive all informalities.

General Information

The City of Lacey Parks and Recreation Department seeks an experienced operator to lease property and manage a hay field located 2700 block of Carpenter Road NE Lacey WA 98516. Operator shall be responsible to manage the vegetation in the field and control invasive plants.

The property is a 39 acre site that has been producing hay for several years. The City of Lacey purchased the property in March of 2011.

The City of Lacey is an equal opportunity and affirmative action employer. Minority and women-owned firms are encouraged to submit proposals.

Proposal documents and forms are available upon request by emailing lflemm@ci.lacey.wa.us; downloading information from the City's website at www.ci.lacey.wa.us/parksandrecreation or calling the Parks and Recreation Department at (360) 491-0857.

PUBLISH: April 13 and 20, 2011

Carol Litten, City Clerk

**CITY OF LACEY
PARKS and RECREATION DEPARTMENT**

**REQUEST for PROPOSAL
To LEASE PROPERTY OWNED by CITY OF LACEY
for
HAY PRODUCTION**

Section 1: INTRODUCTION

The City of Lacey Parks and Recreation Department is requesting proposals from individuals interested in leasing a thirty-nine (39) acre parcel #1180444000, to cut and bale hay for their personal use (see Attachment 1).

Approximate location: 2700 block of Carpenter Rd NE, commonly known as "Rancho Serino". The hay field has been leased for several years by the previous owner. A location map is attached.

The City of Lacey purchased this parcel in March of 2011. The parcel is 39.09 acres. This property was purchased for future development of a park. The City of Lacey desires to enter into an agricultural lease Agreement to efficiently manage the vegetation on this parcel.

The City of Lacey is offering use of this land for hay production in exchange for vegetation management services. The City has determined the cost to the taxpayers to maintain the vegetation and control unauthorized access to the property exceeds fair market value of the expected hay production so the 12.84 percent leasehold tax is not applicable.

Section 2. SCOPE OF WORK

The proposer shall provide all equipment, materials, and labor necessary to:

1. Cut and bale hay. Minimum of one cutting per calendar year.
2. Control invasive plants and noxious weeds.
3. Maintain fencing and gates along Carpenter Road NE. Approximate length 1325 feet (0.25 mile).
4. Remove bales from property by December 31 of each year.
5. Enter into Agricultural Lease Agreement (see Attachment 3).
6. Comply with all applicable federal, state and local laws, ordinances and administrative regulations concerning agricultural, environmental and best management practices.
7. Obtain any and all necessary licenses, and/or permits pertaining to invasive plant and noxious weed control.

Section 3. TERM OF AGREEMENT

The term of this Agreement shall be May 15, 2011-December 31, 2011.

Section 4. USE OF LEASED PROPERTY

Use of Area: The PROPOSER/TENANT shall use the property for the sole purpose of hay production, make no unlawful or offensive use of the property and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the AGRICULTURAL LEASE AGREEMENT was signed.

Section 5: INFORMATION AND INSTRUCTIONS TO PROPOSER

- 5.1 **Submission of Proposal.** Proposals will be received until, but not after, 5 p.m. Friday, April 29, 2011. Proposal must be submitted in a sealed envelope or mailing container, clearly visible on the outside of the envelope the name of the proposer and the words "**PROPERTY LEASE FOR HAY PRODUCTION**". The original proposal copy shall be signed by a representative of the Proposer who is authorized to sign for and bind the Proposer. Proposals shall be submitted to the Director of Lacey Parks and Recreation Dept., Lacey City Hall, 420 College St. SE, Lacey, WA 98503. Proposals that are mailed: send to P. O. Box 3400, Lacey, WA 98509-3400. Proposals may not be submitted by electronic means.
- 5.2 **Response Date.** In order to be considered for selection, proposals must arrive at the City in the manner, and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer. Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.
- 5.3 **No Warranty.** All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.
- 5.4 **Right to Modify Process.** The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to insure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.
- 5.5 **Addenda.** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.
- 5.6 **Accept or Reject Proposals.** The City reserve the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

5.7 **Additional Information.** The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

5.8 **Public Records and Confidentiality of Proposal.** This Request for Proposal and one (1) copy of each original response received, together with copies of all documents pertaining to the selection of the successful Proposer(s) and execution of a copy of the executed Agricultural Lease Agreement, shall be kept for the City for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

A. **Public Records.** By submitting a Proposal, the Proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Washington Public Records Law. The Proposer is responsible for becoming familiar with and understanding the provisions of the Public Records Law.

B. **Confidential Records.** Should the Proposer consider submitting any information to the City as "confidential", prior to submitting such information to the City, the Proposer shall prominently mark in conspicuous lettering any information with the words "Confidential Information" and state in writing that the Proposer wishes the material to be held in confidence and the reasons therefore. The City will review and advise the Proposer as to whether that information may be considered confidential.

NOTE: Under no circumstances will any proposal information be disclosed prior to signatory date on the Agricultural Lease Agreement.

5.9 **Equal Employment Opportunity Policy.** It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation that must be assumed by the successful Proposer as well.

5.10 **Qualification Requirements.** Each responsible Proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

5.11 **Pre-Proposal Interpretation and Addenda of AGREEMENT Documents** Any clarification or interpretation of the bid documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

5.12 **Execution of the Proposal.** The proposal shall be executed in the name of the Proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held:

A. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

- B. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.
 - C. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
 - D. The address of the Proposer shall be typed or printed on the Proposal form.
- 5.13 **Withdrawal of Proposal.** A Proposer may withdraw their proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the City prior to 5 p. m. on the final submittal date.
- 5.14 **Rights of City to Award or Reject Proposals.** The RFP does not commit the City to award or enter into a Agricultural Lease Agreement. The City reserves the right to:
- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
 - B. To negotiate with any Proposer.
 - C. Accept a proposal and subsequent offers for Agricultural Lease AGREEMENT or from other than the highest cost Proposer.
 - D. In determining the most responsive Proposer(s), the City reserves the right to take into consideration any or all information supplied by the Proposer in his/her proposal and the City investigation into the experience of the Proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
 - E. If Proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
 - F. Any Agricultural Lease Agreement arising from this RFP will be negotiated with the successful Proposer. The successful Proposer shall commence services only after a Agricultural Lease Agreement with the City is fully executed and the City has issued a "Notice To Proceed".
 - G. Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
 - H. The City reserve the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer.
- 5.15 **Economy of Proposal Preparation.** Proposals should be prepared simply and economically, by providing straightforward and concise descriptions of Proposer capabilities related to specified elements, units or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.
- 5.17 **Acceptance of Proposal Content.** The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in an Agreement may result in cancellation of the award.
- 5.18 **Non-Assignment.** If a Agricultural Lease Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the Agricultural Lease Agreement may be granted based on the sole determination of the City.

5.19 **Notice of Intent to Award.** All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award an Agricultural Lease Agreement.

5.20 **Anticipated RFP Process Events Calendar:**

<u>EVENT</u>	<u>DATE</u>
RFP Document Published and Distributed	April 13, 2011
RFP Closing Time and Date	5:00 p.m. - April 29, 2011
Award Decision	May 6, 2011

5.21 **Liability and Insurance.** The successful Proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful Proposer shall defend, save, and hold harmless the City, the City's officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful Proposer or its subcontractors, agents or employees under this Agricultural Lease Agreement. Such proposer shall provide evidence satisfactory to the City of Lacey of coverage by Commercial General or Comprehensive General liability insurance of not less than \$1,000,000 combined single limits, and obtain an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.

5.23 **Incurred Costs.** Neither the City, nor its officers, agents nor employees are liable for any cost incurred by Proposer prior to issuance of an Agreement. All prospective Proposers who respond to this RFP do so solely at the Proposer's cost and expense.

5.24 **Proposer's Responsibilities.** Successful Proposer shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agricultural Lease Agreement, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the TENANT to comply with any or all such regulations shall not relieve the TENANT of these obligations.

5.25 **Management:** Award of this Agreement is based on the City's understanding that the TENANT will assure competent professional, management of the property.

5.26 **Disposition of Proposals.** All materials submitted in response to the RFP shall become the property of the City upon delivery.

5.27 **Termination:**

- A. **Termination for Convenience:** The performance of work under the Agreement may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interests. Any such termination shall be effected by the delivery to the TENANT of a written notice of termination at least forty-five (45) days before the date of termination, specifying the extent to which performance of the work under the AGREEMENT is terminated and the date upon which such termination becomes effective. Such notice must be issued by the Director of Parks and Recreation or their designee. After receipt of a notice of termination, except as otherwise directed in writing by the City, the TENANT shall stop work on the date specified in the notice and settle all outstanding liabilities to, and claims

by, the City and such suppliers that were used in the performance of this license.

- B. **Termination for Default:** The City shall have the right to terminate the Agreement at any time the City determines that the Tenant has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the Agreement for failure to perform satisfactorily, the City will give the Tenant at least fifteen (15) days' written notice before the termination takes effect. During the fifteen day period, the Tenant must negotiate an acceptable written "plan to cure" with the City and cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance during the fifteen day period, as solely determined by the City, will result in Agreement termination for failure to provide satisfactory performance.
- C. **Termination for Willful Failure or Refusal or for Emergencies:** The performance of work under the Agreement may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Agricultural Lease Agreement or if the City determines that an emergency exists.

Section 6: PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and in the sequence provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process.

Proposals shall be submitted on the form attached, by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. **Submit a written statement of recent experience in the past three years (2008, 2009, and 2010), estimated number of acres cut and baled, and length of experience of Proposer in a similar hay production operation. Proposal must include information on similar operations that Proposer has operated and believes are sufficient qualifications for operating the leased property for hay production.**
- B. **A written explanation and description of the following items:**
 - 1. **Equipment available at your disposition to cut and bale hay, and haul bales off site. State if equipment is owned, leased, borrowed, cooperative partnership, etc.**
 - 2. **Labor available to cut and bale hay.**
- C. **The ability of Proposer to cut and bale hay by July 4, 2011, and move the hay bales off the property by December 31, 2011.**

- D. Describe, in writing, if you will use the hay for your own use (i.e. feed or bedding for your livestock) or you plan to sell it?**
- E. Describe your knowledge of invasive plants and noxious weeds, and the control measures you typically take.**
- F. Describe your proposal (fencing, gates, etc.) to prevent unauthorized access to the leased property.**
- G. Amount (in dollars) that you will pay to the City of Lacey for the lease of the property.**
- H. Home address, to establish Thurston County Residency.**
- I. Any additional information you feel would be beneficial to your proposal.**

Section 7: PROPOSAL SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated by a city staff panel, consisting of a minimum of four city employees based on the criteria shown below. Personal interviews may be conducted following review of submitted proposals. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview. The City will negotiate a final Agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur. The successful Proposer will be required to complete an Agricultural Property Agreement which will incorporate the proposal as a part of the AGREEMENT.

Evaluation criteria:

- 25% Recent experience haying, and length of experience haying
- 25% Availability of labor and equipment
- 10% Ability of Tenant to cut and bale hay by July 4, 2011, weather permitting.
- 5% Use of hay is for personal use, and not resale
- 10% Knowledge and experience controlling invasive plants and noxious weeds
- 10% Access control provisions proposed.
- 5% Value of Lease
- 5% Resident of Thurston County.
- 5% Level of detail and completeness of proposal.

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the Agreement award.

PROPOSAL FORM
REQUEST for PROPOSAL
to LEASE PROPERTY OWNED by CITY OF LACEY for HAY PRODUCTION

Name

Address

Phone

Email address

If my proposal is accepted, I agree to enter into an Agricultural Property Lease AGREEMENT (Attachment 3) for hay production on Parcel 1180444000, with the City of Lacey. _____

Signature

A. Recent Experience and Qualifications

B. 1. Equipment

2. Labor

C. Assurance that hay will be cut and baled by July 4, 2011, and moved off the property by December 31, 2011.

D. Describe, in writing, if you will use the hay for your own use (ie. feed or bedding for your livestock) or sell it?

E. Describe your knowledge of invasive plants and noxious weeds, and the control measures you typically take.

F. Describe your proposal (fencing, gates, etc.) to prevent unauthorized access to the leased property.

G. Amount (in dollars) that you will pay to the City of Lacey for the lease of the property.
\$ _____

H. I reside at _____ (Home address)
____ Years ____ months at this address, to establish Thurston County Residency.

I. Any additional information you feel would be beneficial to your proposal.

Signature

Print Name

**Deliver to: Lori Flemm
Lacey Parks & Recreation Department
420 College St SE
Lacey, WA 98503**

by 5:00pm on Friday, April 29, 2011.

Attachment 1: Parcel 1180444000



- Streets**
- Interstate 5
 - US State Routes
 - Major Roads
 - Minor Roads
 - Unimproved
- County/Parcels**
- Important Point**
- City of Lacey
 - Pole
 - Fire
 - Viewpoint
 - Ball Launch
 - Marker
 - COA, Nonpublic
 - Local Ord
 - Transit
 - State Federal
 - USFS
 - Private
 - Airport
 - Landmark
 - Round About
 - Round
 - Stream
 - Footprint
- Category**
- Government
 - Business & Etc
 - Church
 - Historic
 - Residential
 - Neighborhood
 - Park
 - Paving
 - Street
 - Blvd
 - Water Body
 - Park
 - School
 - Senior Living
 - Golf Course
 - Major Public Area
 - City Limits
 - UOMA

305 ft



This map does not represent a survey and is for general reference only. Data sources vary. Contact the City of Lacey with questions. www.ci.lacey.wa.us

AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT, effective as of the ____ day of _____, 2011, is made by and between City of Lacey, (hereinafter, "Property Owner"), and _____, (hereinafter, "Tenant") for Hay Production.

WHEREAS, Property Owner is the owner of certain real property, Assessor's Parcel Number 11804440000 , as depicted on EXHIBIT A (the "Property"), and

WHEREAS, tenant has submitted a proposal to cut and bale hay, and

WHEREAS, Property Owner has determined that hay production is an effective vegetative management practice that reduces costs to the citizens, and

WHEREAS, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **Lease of Property and Right to Use Property; Description of Premises.** Property Owner hereby leases to Tenant and his agents, the agricultural use of certain real property, parcel number 11804440000, owned by Property Owner as depicted in the attached EXHIBIT A, commonly known as Rancho Serino, for hay production.
2. **Use.** The above-described property may be entered, occupied and used by Tenant, its agents, successors and assigns solely for the purpose of hay production, for cutting and baling of hay as described in EXHIBIT B, and according to the conditions described in EXHIBIT C. Tenant shall notify Property Owner prior to start date of hay cutting. Tenant must cut hay a minimum of once per year, but is not limited by a maximum number of cuttings.
3. **Compensation.** In lieu of monthly lease fee or any form of compensation, Tenant agrees to remove and control invasive plants, and prevent unauthorized entry to the property by installation and maintenance of fencing and gates.
4. **Restoration and Damages.** The tenant shall exercise all reasonable efforts to assure that any activities on the Property Owner's property pursuant to this Agreement, shall not result in any permanent damage or injury to such property. Tenant shall keep the property free and clear of all liens for any work performed pursuant to this Agreement. Tenant shall at its own cost and expense repair any damage to the Property Owner's property arising from Tenant's exercise of its rights under this Agreement by restoring the property to a condition reasonably as good as or better than its condition immediately prior to Tenant's entry pursuant to this Agreement or to a condition mutually agreeable to Property Owner and Tenant.
5. **Term of Agreement.** The term of this Agreement shall begin on May 15, 2011 and continue through December 31, 2011.
6. **Renewal of Agreement.** This lease may be renewed upon written agreement of the parties.

7. **Conservation and improved agricultural practices.** To improve or maintain the productivity of the Property, conservation and improved production practices may be warranted. Both parties shall agree on new practices, with all costs to be borne by the Tenant.
8. **Termination.** Either party may terminate this Agreement by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice. On termination or expiration of this Agreement, Tenant shall quit the above-described work and shall remove from such property all equipment, bales, and personal property installed in, on or attached to the above-described property.
9. **Indemnification and Insurance.**
 - a. Tenant shall at all times exercise its rights and perform its obligations under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Tenant does hereby release, indemnify and promise to defend and save harmless Property Owner from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Property Owner in connection therewith (collectively "Damages"), arising out of the exercise by Tenant, its servants, agents, employees and Tenants of the rights granted or fulfillment of the obligations contained in this Agreement, to the extent those Damages result from the negligent acts or omissions of Tenant, its servants, agents, employees and Tenants. Nothing in this agreement shall require Tenant to defend or protect Property Owner from Damages attributable to the sole negligence of Property Owner.
 - b. The Tenant shall provide and maintain for the duration of the lease, 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 the Tenant, its agents, representatives, employees or subcontractors. The Tenant shall provide, to the Property Owner a Certificate of Insurance evidencing general liability insurance with limits of no less than \$1,000,000.00 per occurrence for personal injury and property damage. The Property Owner shall be named as an additional insured on said insurance policy as respects to the work performed pursuant to this Lease Agreement.
10. **Property Owner's Right of Entry.** During the term of this Agreement, Property Owner may enter the Property for any purposes but shall not interfere with the performance by the Tenant of its duties and rights set forth herein.
11. **Partnership.** No partnership has been created between Property Owner and Tenant as a result of this lease.
12. **Remedies for Breach.** If any violation of the Agreement occurs, then either party may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or to compel specific performance of the obligations hereunder.
13. **Governing Law.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

- 15. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 16. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party. The Property Owner's address for purposes of any notice provided for or concerning this Agreement is as follows:

City of Lacey
 Lori Flemm, Director of Parks and Recreation
 PO Box 3400
 Lacey, WA 98509-3400
 360.438.2633

Tenant's address for purposes of any notice provided for or concerning this Agreement is as follows:

Tenant
 Name
 address
 Lacey, WA 98503
 Phone _____

- 17. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm or corporation or other entity without the prior, express and written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF LACEY,
 a Washington municipal corporation

TENANT,

By: _____

By: _____

City Manager

Approved as to form:

City Attorney