



Request for Proposals:

Parks and Recreation Master Plan

Introduction

The City of Grandview Heights (the City) invites experienced Landscape Architecture, Planning, Consulting, and Urban Design firms to submit their proposals for the development of a new Parks and Recreation Master Plan related to the future delivery of Parks and Recreation services for the City.

The purpose of the Request for Proposals process is to identify the most qualified firm(s). The City reserves the right to make a selection based on the qualifications submitted without conducting a formal interview. The City reserves the right to execute the project in phases and enter separate agreements for separate portions of the project. The firm selected by the City will provide full management and production of the Parks and Recreation Master Plan process, evaluation, and delivery of the final report(s)/plan(s).

Project Background

The City is a small independent community located just minutes from downtown Columbus, OH. The City is approximately 1.3 square miles with a population of 8,422. Hosting 4,322 households, over 2,000 businesses, and 19 parks and pools, the City offers a verdant and vibrant community.

The parks are managed and maintained by the Grandview Heights Parks and Recreation department whose offices, constructed in 2024, are located in McKinley Field Park at 1661 Goodale Blvd. The last master planning effort conducted by the Parks and Recreation department was in 2006.

The Parks and Recreation Master Plan will assess the City's parks and recreation operations and opportunities, including equipment/facilities/programming, available land, financial resources, and future developments. Community input will be a component of the evaluation process. The consultant will engage the public to identify needs, desires, priorities, and development of an overall vision for Parks and Recreation in the City. The Parks and Recreation Master Plan should examine regional and local contexts/plans—such as the LinkUs Initiative and the Heritage Trail Project—to determine what opportunities or challenges may exist for Parks and Recreation in the future. The finished Parks and Recreation Master Plan will provide recommendations for maintaining and enhancing existing assets, implementing new programs and facilities, integrating the old City Hall site into the parks system, and offer a clear, financially sustainable roadmap for the City's Parks and Recreation system moving forward. Recommendations should include cost estimates, budgets, and implementation plans. An internal staff working group will be assembled to work with the consultant and to review the progress of the project.

Goals and Priorities

The last Parks and Recreation Master Plan for the City was completed in 2007 and focused primarily on the park's infrastructure and facilities. Since then, the City has upgraded a number of parks facilities, rebuilding structures and adding amenities across the parks system. The City wishes to build on this progress by improving its programming, preparing to capitalize on regional and local change, and improving departmental operations.

Programming

Recreation trends are perpetually in flux. The interests and desires of the community may have changed. The City hopes to improve the types of Parks and Recreation programming that it offers by providing for new community interests, developing new opportunities for enrichment, and enhancing the quality of its current programming. The Parks and Recreation Master Plan should help the City adjust its programming activities and prepare its infrastructure to support these adjustments.

Capitalizing on Change

Central Ohio is one of the nation's fastest growing regions. With this growth comes change and opportunity. The City wishes to capitalize on the many regional and local developments that touch and interact with its parks system. The Parks and Recreation Master Plan should be considerate of how these forces interact with the parks system and should help the City prepare its parks to interface with changes in demographics, land uses, and major projects.

Some of these developments come from inside of the City such as the relocation of City Hall. This project will free up a large parcel of land owned by the City and has the potential to integrate into the parks system. The Parks and Recreation Master Plan should help the City develop a long-term vision for this and other lands that would support the parks system, while respecting the histories of the area.

Departmental Operations

The City is interested in how the operations of the Parks and Recreation Department can be optimized to support a changing and expanding department. The Parks and Recreation Master Plan should help the City plan for changes to budgets, laws, processes, and capacities.

Scope

Ongoing Process Responsibilities

- Kick-off meeting – Kick off the project with a meeting of the key City staff to discuss the Parks and Recreation Master Plan process and initial vision.
- Monthly meetings with the staff working group. Provide minutes and a list of action items following each meeting.
- Final Presentations—Make presentations of the final Parks and Recreation Master Plan to the staff working group, the public, and City Council.

Phase 1: Facilities/Programming/Departmental Analysis

The consultant team will explore historical data, previous studies/plans, financial factors, City policies and ordinances, former and current land uses, environmental issues, existing park infrastructure and community assets, and natural resources in and immediately adjacent to the City. This phase will include an assessment of the history of these features, an inventory of the facilities and programming that the Parks and Recreation Department currently provides, an evaluation of incorporating new responsibilities such as right of way and canopy maintenance, and an evaluation of how these features and activities are performing, and how they could be impacted by changes to the community. This should culminate in a “State of Parks and Recreation” report, presenting a view of the current state of the Parks and recreation system/department, with a narrative look at the history of Parks and Recreation in the City.

During this process the consultant team will review current and previous planning documents/initiatives/projects that will affect the City including but not limited to the following:

Associated or Relative plans and initiatives:

- [LinkUs](#)
- [Grandview Heights City Hall Relocation](#)
- [Goodale West Area Plan](#)
- [First/Grandview Area Plan](#)
- [Central Ohio Greenways](#)
- [Grandview Crossing](#)
- [Grandview Commerce Mixed Use District Plan \(Grandview Yard\)](#)
- [2025 Grandview Heights Comprehensive Community Plan](#)
- [Spaces and Places Plan](#)
- [Grandview Heights Bikeway Pilot Plan](#)

Deliverables:

- The consultant team will produce a “*State of Parks and Recreation*” report.



Phase 2: Needs Assessment Analysis/Community Vision

The consultant team will undertake engagement activities to share the findings from the “State of Parks and Recreation” report with residents, council members, property owners, City staff, and other stakeholders. The consultant team will work with City staff and the steering committee to engage stakeholders in assessing the perception of needs, and the general values and principles that the public believes should guide decision-making on any improvements to be made within the parks system. These discussions should also consider the integration of the old City Hall site. The findings of these discussions and engagement sessions will be documented and summarized in the final report and will inform the Parks and Recreation Master Plan.

Deliverables:

- The consultant will conduct a minimum of 2 community meetings.
- The consultant will conduct multiple one-hour meetings with Key Stakeholders.
- The consultant team will produce a needs assessment and community vision to be included in the Parks and Recreation Master Plan based on all community feedback activities.

Phase 3: Parks and Recreation Master Plan

The consultant team will produce a Parks and Recreation Master Plan based on the findings of the needs assessment and the “State of Parks and Recreation” report, both of which should be included in the Parks and Recreation Master Plan to support recommendations. The Parks and Recreation Master Plan should include strategies and improvement concepts for programming, facilities, and the use of community parks, with a long-term vision for investment and adjustment. The plan should include cost estimates for proposed components of the plan as well as phased implementation recommendations. The plan should also include a special section considering the integration of the old City Hall site, laying out the priorities and needs that were identified, financial and logistical challenges the City may encounter, and cultural/historic considerations for the site. An actual site plan and design will be completed in a later stage and will look to this plan for guidance. The City recognizes that some of the lands within the parks system hold cultural significance for Indigenous peoples. To honor this history, the consultant will help the City develop a formal Land Acknowledgment to be included at the beginning of the Parks and Recreation Master Plan.

Deliverables:

- Parks and Recreation Master Plan

Future Phase: New Park Site Plan (Old City Hall Site)

This phase will be solicited after the Parks and Recreation Master Plan through a different RFP and is not a part of this project or RFP. A consultant team will complete a site plan proposal for the redevelopment of the old City Hall site, integrating it into the parks system. This project will look to the Parks and Recreation Master Plan as an important point of reference that will support design decisions.

RFP Response requirements

The response to this RFP should include the following:

1. **Relevant Project Experience** – provide brief descriptions and graphic examples of Parks and Recreation master plans prepared by the primary and subconsultant firms that relate directly to this project. Limit projects to those prepared by current staff members.
2. **Qualifications** – Description of lead consultant and other consultants on the team. Include firm size, nature of services provided, and the resumes of consultant project leaders and other personnel who will be assigned to this project.
3. **Project Approach/Narrative** –
 - Description of approach to the tasks detailed in this RFP along with specific examples of how the consultant has been successful on similar projects.
 - Description of the consultant's engagement and outreach practices. How does the consultant plan to engage and document feedback from community members and stakeholders?
4. **References** – Provide a list of references for similar master plans the consultant has performed. Include the project name, contact name, title, address, email address and phone number.
5. **Insurance** – Specify the amount and type of insurance coverage that the company has in place.
6. **Pricing Proposal** – Provide a clear breakdown of pricing for **each phase separately**, including estimates for overages.
7. **Submit Attachment A:** Legal Status of Respondent.
8. **Submit Attachment B:** Conflict of Interest Disclosure.

Selection Criteria/Evaluation

Evaluation

The City will consider the following information when evaluating submitted qualifications to determine which consultant team, in the sole judgment of the City, is best suited to perform the proposed work:

Evaluation Criteria	Points
The consultant best suited to help achieve the stated goals of the Parks and Recreation Master Plan project.	15
The consultant's substantive experience in working on similar projects.	20
Quality of consultant's work on similar projects.	25
The consultant's innovative approach to the project.	15
Strength of consultant's client references.	5
Ability of the consultant to complete the project within a reasonable amount of time.	10
Affordability of Pricing Proposal	10
Total	100

Qualifications Review Schedule

The following schedule represents the anticipated timeline for review of the RFP submissions. If the need arises, the schedule may be altered by the City. During this process, the City may seek additional information from the responders.

Activity	Date
RFP Release	10/1/2025
Non-Mandatory Pre-Proposal Conference	10/15/2025
Request for Information (RFI) Due by	10/31/2025
Anticipated Addendum #1 (RFI Response) Issued	11/3/2025
Proposals Due	11/14/2025
Selection Interviews	12/1/2025 – 12/9/2025
Finalist Selected	12/31/2025
Contract Negotiation/Execution	1/30/2026

Project Timeline

Subject to the appropriation of funds, the contract should be expected to commence in early 2026.

Disclaimers/Miscellaneous

The City reserves the right to:

- Accept the consultant which best serves the interests of the City.
- Modify, waive, or vary terms of the RFP at any time, including and not limited to submission deadlines and requirements.
- Reject any or all submissions.
- Cancel or withdraw the RFP at any time.

Additional Notes/Contact Information

- The City will assume that any respondent submitting qualifications has familiarized themselves enough with the project scope to submit a knowledgeable proposal.
- Respondents shall work with the City, prior to execution of a contract, to modify the project scope as necessary to best meet the interests of the City.
- In submitting a response to this RFP and in the performance of any resulting award, each respondent warrants that it has complied with and/or will comply with all federal, state, and local laws, ordinances, and lawful rules and regulations thereunder.



- Respondents further agree:
 - Not to discriminate against any employee or applicant for employment because of age, race, color, creed, religion, national origin, ancestry, disability, marital status, familial status, sex, gender (including gender identity), sexual orientation, or military status.
 - That every subcontract related to the Project will contain a provision requiring non-discrimination in employment as specified above.
- The respondent, by submitting their qualification, agrees that any cost it incurs in responding to this RFP or in support of activities associated with this RFP, are to be borne solely by respondent, and are not the responsibility of the City. The City will incur no obligation or liability whatsoever to anyone by reason of issuance of this RFP, or action by anyone relative thereto.
- Upon awarding the project, the Consultant must enter into a Professional Services Agreement with the City. For an example of this agreement see Exhibit One.
- All questions about this RFP should be directed by email to the Director of Administration Adam Maxwell at AMaxwell@grandviewheights.gov. Questions must be submitted no later than October 30, 2025, as listed in the Review Schedule.
- An Addendum following RFI's will be posted to the [City's website](#).

ATTACHMENT A: LEGAL STATUS OF RESPONDENT

The Respondent shall fill out the appropriate provision and strike out any inapplicable ones.

The Respondent is:

A corporation organized and doing business under the laws of the State of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of Respondent.

A limited liability company doing business under the laws of the State of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of the LLC.

A partnership organized under the laws of the State of _____, whose members are: (Please attach list of all partners, including street and mailing address for each)

An individual whose signature with address is affixed to this RFP.

Respondent attests that Respondent has examined the basic requirements of this RFP and its scope of services, including all addenda, and hereby agrees to offer the services specified in the RFP.

Signature Date

Name and Title

Company

Address

Contact Phone _____ Fax _____

Email _____



ATTACHMENT B: CONFLICT OF INTEREST DISCLOSURE

All consultants interested in conducting business with the City of Grandview Heights must complete and return this Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all consultants are subject to comply with the City of Grandview Heights' conflict of interest policies as stated in the certification section below.

If a consultant has a relationship with a City of Grandview Heights official or employee, an immediate family member of a City of Grandview Heights official or employee, the consultant shall disclose the information required below.

No City official or employee or City employee's immediate family member has an ownership interest in Consultant's company or is deriving personal financial gain from this contract.

No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in Consultant's Company.

No City employee is contemporaneously employed or prospectively to be employed with the Consultant.

Consultant hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Grandview Heights employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	☐ Relationship to employee _____ ☐ Interest in consultant's company ☐ Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify consultants. In the event consultants do not disclose potential conflicts of interest and they are detected by the City, consultants may be precluded from doing business with the City.

I certify that this Conflict of Interest Disclosure has been reviewed by me, that its contents are true and correct to my knowledge and belief, and I have the authority to certify on behalf of the consultant by my signature below:		
Consultant Name		Consultant Phone Number
Signature of Consultant Authorized Representative	Date	Printed Name of Consultant Authorized Representative



EXHIBIT ONE

SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Consultant(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all service providers to the City of Grandview Heights. The required provisions are:

SAMPLE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN _____

AND THE CITY OF GRANDVIEW HEIGHTS FOR _____
(“Services”).

The City of Grandview Heights, an Ohio municipal corporation, having its offices at 1016 Grandview Avenue, Grandview Heights, Ohio 43212 ("City"), and

(“Consultant”)

a(n) _____
(state where organized), (Partnership, Sole Proprietorship, or Corporation)

with its principal business address at _____

agree as follows, on this _____ day of _____, 20__.
(date) (month)

The Consultant agrees to provide the Services to the City under the following terms and conditions:

DEFINITIONS

“Contract Administrator” means the Director of Administration, or a designee authorized by the Director of Administration.

“Deliverables” means all plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Consultant under this Agreement

“Project” means 2025 Parks Master Planning Project.

DURATION

This Agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below, unless terminated as provided for elsewhere in this Agreement.

SERVICES

The Consultant agrees to provide _____ (description of Services) in connection with the Project, as described in the attached exhibit(s). The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the



contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

Services under this Agreement shall be of the highest level of quality and shall comply with the standard of care applicable to persons qualified to perform and regularly rendering this type of service in the locality of the Project. Determination of acceptable quality shall be made solely by the Contract Administrator.

The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

The Consultant may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

COMPENSATION OF CONSULTANT

The Consultant shall be paid in the manner set forth in the attached Exhibits. Payment shall be made monthly, unless another payment term is specified therein, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

The Consultant shall keep complete records of work performed (*e.g.*, tasks performed/hours allocated) so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

INSURANCE/INDEMNIFICATION

The Consultant shall procure and maintain during the life of this Agreement such insurance policies, including those set forth in exhibits associated with the original solicitation for referenced work, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Consultant, any sub-consultant or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this Agreement, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required.

Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Ohio and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating

Guide of “A-” Overall and a minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Consultant or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement. Consultant and its insurer(s) shall name the City as an Additional Insured on all applicable policies.

WARRANTIES BY THE CONSULTANT

The Consultant warrants that the quality of its Services under this Agreement shall conform to the highest level of quality performed and the standard of care applicable to persons regularly rendering this type of service in the locality of the Project.

The Consultant warrants that it has all the skills, experience, and professional licenses necessary to properly perform the Services specified in this Agreement.

The Consultant warrants that it has available or will engage at its own expense sufficiently trained and competent employees to provide the Services specified in this Agreement.

The Consultant warrants that it is not, and shall not become, overdue or in default to the City for any contract, debt, or other obligation, including for real property or other taxes.

The Consultant warrants that its submission of proposal for Services was made in good faith, it arrived at the costs of its proposal independently without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Consultant to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.

OBLIGATIONS OF THE CITY

The City agrees to give the Consultant access to the Project area and other City-owned properties as agreed between the parties, per negotiated work access plans and as required to perform the necessary Services under this Agreement.

The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

ASSIGNMENT

The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

TERMINATION OF AGREEMENT

If either party is in breach of this Agreement for a period of fifteen (15) calendar days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

The City may terminate this Agreement, on at least thirty (30) days' advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Consultant, except the obligation to pay for Services actually and satisfactorily performed under the Agreement before the termination date.

Consultant acknowledges that, if this Agreement extends across more than one fiscal year(s), continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Consultant. The Contract Administrator shall give Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

The provisions of Articles VI and VII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement for any reason shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Consultant's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

REMEDIES

This Agreement does not, and is not intended to, impair, divest, derogate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the City.

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by the City of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

Absent a written waiver, no act, failure, or delay by the City to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver by the City of any term, condition, or provision of this Agreement. No waiver by the City shall subsequently effect its right to require strict performance of this Agreement.

NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below.

Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONSULTANT, it shall be addressed and sent to:

(Consultant Representative Name)

(Consultant Representative Address)

(Consultant Representative Email)

(Consultant Representative Phone)

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Grandview Heights
c/o Adam Maxwell, Director of Administration
Email: amaxwell@grandviewheights.gov Phone: 614-481-6215

CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Ohio. The parties shall submit to the exclusive jurisdiction and venue in the Common Pleas Court for Franklin County, Ohio with respect to any action arising directly or indirectly out of this Agreement or the performance or breach of this Agreement.

OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (*i.e.*, Deliverables) prepared or obtained by the Consultant as provided in this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.



Unless otherwise stated in this Agreement, any intellectual property of Consultant existing prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Consultant even if Preexisting Information is embedded or otherwise incorporated into materials or products provided in the RFP or used to develop Deliverables. The City's rights under this provision shall not apply to any Preexisting Information or component thereof, regardless of form or media.

CONFLICTS OF INTEREST OR REPRESENTATION

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Consultant agrees to advise the City if Consultant has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Consultant's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Consultant's representation, the Consultant has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Consultant, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case-by-case basis.

SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

EXTENT OF AGREEMENT

This Agreement, together with any attached exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Consultant and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

CONSULTANT

By _____
(Consultant Signature)

(Position)

(Date)

CITY OF GRANDVIEW HEIGHTS

By _____
Greta M. Kearns

Mayor (Position)

(Date)

Approved as to form:

By _____
Marie-Joëlle C. Khouzam, City Attorney