

Request for Proposal

Economic Development Strategic Plan



REQUESTED WORK:

The City of Grandview Heights, Ohio (the “City”) is seeking proposals from firms experienced and knowledgeable in preparing an economic development strategic plan for municipalities.

ISSUED BY: The City of Grandview Heights
1016 Grandview Avenue
Grandview Heights, Ohio 43212

DATED: Thursday, 18 August, 2021

DATE DUE: Proposals will be received by the City until
2 pm E.S.T. on Thursday, September 16, 2021

Introduction to the City of Grandview Heights

Minutes from downtown Columbus but in a class of its own, the City of Grandview Heights (“the City”) combines the energy of urban living with the welcoming, neighborly attitude you’d expect from a city its size. At just over 1.3 square miles and home to 8,000+ residents and growing, Grandview Heights boasts tree-lined, walkable streets, trendy shops and stellar dining, all boosted by the power of its proximity to some of Central Ohio’s most desirable neighborhoods, business centers and entertainment districts.

Closely aligned with the Village of Marble Cliff, City and Village residents enjoy access to a full range of city services, Grandview Heights City Schools, a beloved community library, and parks and recreation opportunities. A designated Tree City, USA, by the Arbor Day Foundation, Grandview Heights residents benefit from a variety of well-planned passive community parks and natural areas, as well as active indoor and outdoor recreational spaces and programs.

Founded in 1906 and incorporated in 1931, Grandview Heights has maintained its small-town charm while welcoming substantial growth and change, highlighted by the recent development of the vibrant mixed-use neighborhood of Grandview Yard, and even more recently, Grandview Crossing. Meanwhile our historic commercial districts continue to thrive, change and grow, attracting a broad and eclectic mix of businesses across the spectrum, serving a wide range of needs in our community as well as drawing visitors from far and wide. Balancing tradition alongside growth and change, the City welcomes new residents and businesses as we continue to prioritize quality of life and enhanced opportunities for those who call our community home.

Background

The City of Grandview Heights adopted a Master Plan in 2019 to serve as the principal guiding document when addressing long-term goals, growth and development issues: <https://bit.ly/3B87x6I>

This policy document was designed to outline land use character, transportation and connectivity concerns, broad economic conditions and proposed initiatives, environment and resiliency strategies, and civic spaces and places needs and opportunities. Aimed at setting broad parameters, objectives and implementation strategies to protect, preserve and enhance our community’s physical character and quality of life, this document established the need for further investment in strategic economic development planning. The formal Economic Development Strategic Plan to be developed by the selected consultant will be the first that the City has undertaken. We anticipate that it will reflect and be

complementary to One Columbus' Strategic Plan, while also taking into account the special character, opportunities and goals of the City of Grandview Heights.

Having rebounded from many challenging years as a result of the departure of our largest land owner and employer in 2006, the City currently maintains a AAA bond rating from S&P and Moody's. As a small full-service city, Grandview Heights has sought to diversify its economic base in pursuit of robust and resilient revenue streams to support high quality City services and capacity to invest in needed infrastructure and City facilities. In light of recent and ongoing changes related to the COVID-19 pandemic, the City seeks to continue to build on past successes, to manage expected tax revenue impacts, and to develop strategies for continued economic success into the future.

Grandview Heights is at the nexus of or immediately adjacent to areas that are vibrant and growing, with envisioned or planned improvements and potential infrastructure changes happening all around us, including those outlined within the MORPC/ULI "Rapid5" greenway/blueway vision initiative, the COTA/City of Columbus LinkUS Northwest Corridor transportation plan, and the continued development of The OSU Wexner Medical Center and City of Columbus Arena District / Sport Entertainment District. Economic development planning should result in strategies that capitalize on these ongoing and future opportunities and synergies to continue our evolution and growth as a community rich in character, with a high quality of life and a desire to amplify diversity and inclusion within our City.

1.0 PROCESS

The selected firm will interface with City Staff to develop and undertake a process to conduct the Economic Development Strategic Planning work. The process should include:

- Research and data collection and analysis, including economic conditions, demographics and market trends, focused on situating Grandview Heights within the region;
- Community outreach and engagement with City and area leadership and resources, including but not limited to local officials, business leaders, the broader business community, real estate professionals, developers, other community leaders, related economic development entities at the local and regional level, local and regional institutions, and the community at large;
- Development of economic development strategies for discussion, review and refinement with City leadership and other collaborating participants through an iterative process;
- Development of implementation strategies, tools and communication plan.

2.0 OBJECTIVES

The selected firm will document and communicate national, regional and local economic development trends and issues impacting the City; gather business statistics and other relevant data; and develop recommend policies, programs and initiatives that will stimulate economic growth, facilitate appropriate development, redevelopment and improvements to aging building stock, aid recruitment and retention of businesses, and support the creation of new jobs and related lifestyle opportunities in the City.

- Develop an overall economic development strategic plan, including alignment of economic development goals with City financial needs, projected into the future.
- Analyze the City's use of existing state and federal programs and identify new opportunities to maximize public revenues and improve the community for residents.

- Identify development and redevelopment opportunities within the City and develop a prioritization ranking relating to various evaluation factors.
- Evaluate and make recommendations for improvements to project review and approval processes that may support and encourage business investment.
- Analyze the City's existing incentive programs; develop benchmarks; make forward-focused recommendations for updates to incentive programs, including those needed to attract and retain businesses throughout the City.
- Identify national and regional comparative differentiators for the City; develop strategies for recruitment of national companies as well as support for local entrepreneurs and businesses that simultaneously support diversity and inclusion.
- Illuminate trends and legislative outlook for city revenue sources related to changes due to COVID-19.
- Develop and communicate the need for and benefits of proactive economic development strategic planning to the community.

3.0 DELIVERABLES

Evaluation of Current Conditions and Trends

- A. Analysis of economic conditions, demographics, market trends and opportunities, situating Grandview Heights within the region;
- B. Analysis of the City's current development tools and policies and effectiveness of those tools and policies; analysis of additional or revised tools and policies that could be leveraged to support desired outcomes;
- C. Analysis of development and redevelopment sites that includes data regarding potential for revenue producing activity, focused on the following City business corridors and areas, as also referenced in the 2019 Community Plan; prioritization analysis of these areas;
 1. Neighborhood Business District (First Avenue and Grandview Avenue area)
 2. Mixed Use Corridor (Goodale between Grandview Ave and Grandview Yard)
 3. Southern Gateway (land south of State Route 33 including riverfront)
 4. Mixed Use Commerce District (Grandview Yard, including South of Goodale area)
- D. Analysis of project review and approval processes, and recommendations for improvement;
- E. Analysis of the City's rental and other cost factors compared to regional competitors;
- F. SWOT analysis of the existing economic base(s) and potential future market focuses;
- G. Analysis of other differentiation factors;
- H. Analysis of interjurisdictional opportunities;

Presentation of Community Input Key Findings

- A. Present key findings from discussions, interviews, surveys, etc. to City leadership.

Develop an Economic Development Strategic Plan

- A. Develop, present and discuss possible strategies and tools for achieving desirable outcomes; refine and develop strategies based upon feedback from City core team.
- B. Provide a clear and communicative final report outlining the process undertaken, discovery content revealed, and related outcome recommendations, strategies, tools, investments and process updates needed, etc., for wide distribution and use as a guiding document for further future economic development strategy execution activities;

- C. Include specific recommendations for the following identified focus areas:
1. Neighborhood Business District (First Avenue and Grandview Avenue area)
 2. Mixed Use Corridor (Goodale between Grandview Ave and Grandview Yard)
 3. Southern Gateway (land south of State Route 33 including riverfront)
 4. Mixed Use Commerce District (Grandview Yard, including South of Goodale area)

Develop an Implementation Plan

- A. Assist City Leadership in developing an implementation plan with action steps.

4.0 SUBMITTAL REQUIREMENTS

Questions regarding this RFP shall be directed to:

P'Elizabeth R Koelker, AIA, NCARB
Director of Planning and Community Development
E: pkobelker@grandviewheights.org
P: 614.488.3159

Questions shall be submitted in writing via email, by 1pm, Tuesday, 09/07/2021.

Answers will be provided in writing via email, by 4p, Friday, 09/10/2021, to those firms who have indicated their intent to respond to this RFP to the City. Such indications of intent are due no later than 1pm, Tuesday, 09/07/2021 via email to Director Koelker, with subject line "GVH ED Strategy RFP Notice of Intent to Respond" in the subject line.

Responses to this RFP shall be submitted to the City of Grandview Heights, to the attention of:

P'Elizabeth R Koelker, AIA, NCARB
Director of Planning and Community Development
E: pkobelker@grandviewheights.org

Submissions should be made via email, in a single, combined PDF.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

1. Receipt of submittal by the specified date and time.
2. Adherence to maximum page limits (this includes the proposal and cover letter).
3. Prohibition against contact or communication with any elected official, representative, or employee of the City of Grandview Heights regarding this solicitation or the type of work contemplated therein, except as noted elsewhere within this RFP.
4. Failure to complete and include Attachments A and B.

Submittals are not returnable and will become the property of the City of Grandview Heights. Please be advised that once submitted, they become "public record" and are available to all for inspection and copying, upon request.

Proposal Format

- A. One PDF copy, not exceeding 5MB, shall be provided.
- B. Consultant shall limit the proposal to no more than ten (10) total pages including the cover letter. The 10 pages does not include the proposal cover, table of contents, required attachment forms, or section dividers. Pages may be configured horizontally or vertically and shall be formatted to print on 8.5 x 11 letter sized paper without scaling, with minimum 1/2-inch margins and minimum 10 point text.
- C. The proposal shall be accompanied by a one-page cover letter that shall be bound with the proposal as the first page after the front cover.

Evaluation Criteria

- A. Project Team (based on the training, education, experience, and availability of the individuals assigned to the project) (20 points)
- B. Past Performance (Past performance on similar projects based on quality of work, ability to meet deadlines, previous communication history, organizations skills, and the ability to maintain a project budget) (30 points)
- C. Understanding of Project/Project Approach/Timeline/Proposed Project Cost (35 points)
- D. Quality of RFQ response in terms of research, accuracy and graphics (15 points)

Selection Process

Proposals will be evaluated by a committee comprised of the following City personnel:

- Mayor
- City Council Economic Development Committee Chair
- Director of Planning and Community Development
- Director of Operations and Chief of Staff
- Director of Finance
- Other City leadership as determined

Received responses are anticipated to be short-listed, followed by interviews (which may be virtual, at the City's sole discretion) and consultant selection. Once a preferred consultant has been selected, final scope, timeline and cost negotiations will be undertaken with the selected firm. If an agreement cannot be reached with the preferred firm, the City retains the right to cease negotiations and to move on to the consultant identified as next most preferred, and so on until an acceptable agreement is reached.

No guarantee of award is made by way of this solicitation. The City reserves it's right to award the work described herein in whole or in part, based upon available funds and other criteria as determined by the City in its sole discretion.

5.0 TERMS AND CONDITIONS

A. LEGAL STATUS OF RESPONDENT

The City requires that the consultant complete a Legal Status of Respondent form. A contract may not be awarded to the selected consultant unless and until the City's Director of Administration and Director of Finance have reviewed the Legal Status form and determined that information provided deems the respondent eligible to contract for services with the City. A copy of the Legal Status of Respondent Form is attached and shall be included with the RFP response.

B. CONFLICT OF INTEREST DISCLOSURE

The City requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until the City's Director of Administration and Director of Finance have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the Director of Administration and the Director of Finance after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached and shall be included with the RFP response.

C. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Exhibit One. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. The City will not entertain changes to its Professional Services Agreement.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served. This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

D. ADDITIONAL PROVISIONS

1. Good Faith. This RFP has been compiled in good faith. The information contained within is selective and subject to updating, expansion, revision and amendment by the City.
2. Equal Employment Opportunity. The City of Grandview Heights does not discriminate in employment opportunities or practices based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic disposition, or any other characteristic protected by law.
3. Not an Award. Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.
4. Property of the City of Grandview Heights. Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful Consultant.
5. IRS Form W-9. The selected consultant will be required to provide the City of Grandview Heights an IRS form W9.
6. Errors in Proposals. The City will not be liable for any errors in Consultant proposals.

7. City not Liable for Costs. The City is not liable and will not be responsible for any costs incurred by any Consultant(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.
8. Reservation of Rights
- a. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
 - b. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
 - c. The City reserves the right to request additional information from any or all consultants.
 - d. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
 - e. The City reserves the right to determine whether the scope of the project will be the entire scope described in the RFP, a portion of the scope, or a revised scope.
 - f. The City reserves the right to select one or more consultants to perform services and to award the entire scope or any portion of the scope to such consultant(s) in the City's sole discretion.
 - g. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
 - h. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.
 - i. The City reserves the right to make an award without further discussion of the proposal submitted, pending execution of final contracting forms.
 - j. The City reserves the right to terminate or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time.

Attachments:

- ATTACHMENT A: LEGAL STATUS OF RESPONDENT
- ATTACHMENT B: CONFLICT OF INTEREST DISCLOSURE
- EXHIBIT ONE: SAMPLE PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT A: LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate provision and strike out the remaining 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 contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as 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 the Consultant 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's conflict of interest policies as stated within 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.

1. 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.
2. 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.
3. No City employee is contemporaneously employed or prospectively to be employed with the Consultant.
4. 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.
5. 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, Consultant will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so 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 BETWEEN _____

AND THE CITY OF GRANDVIEW HEIGHTS FOR _____

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 address at _____

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

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

I. DEFINITIONS

Administering Department means _____.

Contract Administrator means _____, acting personally or through any assistants 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 _____.
(Project Name)

II. DURATION

- A. 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.

III. SERVICES

A. The Consultant agrees to provide

(Type of Service)

("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.

- B. 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.
- C. 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.
- D. 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.

IV. INDEPENDENT CONTRACTOR

- A. 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.

V. COMPENSATION OF CONSULTANT

- A. 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.
- B. 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.
- C. 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.

VI. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract 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 contract; 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 contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required.

- B. 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.
- C. 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.

VII. WARRANTIES BY THE CONSULTANT

- A. 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.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to properly perform the Services specified in this Agreement.
- C. 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.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Consultant warrants that its 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.

VIII. OBLIGATIONS OF THE CITY

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

IX. ASSIGNMENT

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

X. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) 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.
- B. 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.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, 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.
- D. 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.

XI. REMEDIES

- A. 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.
- B. 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.
- C. 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.

XII. NOTICE

- A. 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.
- B. 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.
- C. 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
P'Elizabeth Koelker, AIA, NCARB
Director of Planning and Community Development
Email: pkoelker@grandviewheights.org
Phone: 614-488-3159

XIII. CHOICE OF LAW AND FORUM

- A. This Agreement will be governed and controlled in all respects by the laws of the State of Ohio. The parties submit to 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.

XIV. OWNERSHIP OF DOCUMENTS

- A. Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Consultant as provided under the terms of 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.

- B. Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

- A. 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.
- B. 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.

XVI. SEVERABILITY OF PROVISIONS

- A. 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.

XVII. EXTENT OF AGREEMENT

- A. This Agreement, together with any affixed 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.

FOR CONSULTANT

By _____
(Consultant Signature)

(Consultant Name)

(Position)

(Date)

FOR THE CITY OF GRANDVIEW HEIGHTS

By _____
Greta Kearns, Mayor

Approved as to substance:

By _____
Robert J. Dvoraczky,
Director of Operations/Chief of Staff

Approved as to form:

By _____
Marie-Joëlle C. Khouzam
City Attorney