



Parks and Recreation Master Plan

Request for Proposals

Issue Date: October 27, 2025

Submittal Deadline: December 3, 2025 4:30 PM (EST)

Introduction

The City of Mason invites qualified parks and recreation planning firms to submit a response (the "Proposal") to the Request for Proposals ("RFP") for managing, facilitating, and preparing an update to the City of Mason's Parks and Recreation Master Plan ("the Plan".) This Plan will provide an update to the City's 2004 Parks and Recreation Master Plan. The Plan will set the framework for decision-makers in the planning, maintenance, development, and/or rehabilitation of Mason's parks, open space, outdoor recreation facilities and programming for a 10-year horizon. Equally important will be that the Plan provides a systematic and prioritized approach to implementation of parks and recreation projects, including the following (not listed in priority):

- Establishing a Plan, Vision, Goals & Objectives
- Evaluation of Existing Conditions
- Outreach to the Community
- Assess the Needs of the Community
- Provide Recommendations Based on Findings
- Develop an Implementation Plan

Proposals that provide the scope of work in the most cost-effective and processed in a timely manner will be viewed more favorably.

Background

Mason, a city of about 35,000, is considered one of the most desirable communities in the Cincinnati metropolis and has earned a reputation as a progressive, innovative community.

The city is a destination for corporations seeking a thriving business environment and for families desiring attractive neighborhoods and nationally ranked schools. It is located in the southwest quadrant of Warren County, 22 miles northeast of Cincinnati and 30 miles south of Dayton.

Mason is strategically located between the Cincinnati region's two most vital commerce corridors, Interstates 71 and 75, just north of the I-275 beltway. The city is served by two direct I-71 interchanges: Western Row Road and State Route 741/Kings Mills Road. It also is served by an interchange to I-75 at Tylersville Road just two miles west of the city. Easy access to the metropolitan centers of both Cincinnati and Dayton and fuel the area's residential growth as well as business expansion.

The city continues to be a top choice for quality companies that are relocating or expanding. In choosing Mason, companies cite the interstate access, availability of land for development within protected business parks, rising property values, the established core of high-tech businesses and labor, and an exceptional level of support and services. Mason's progressive business development programs are widely known in the region.

Over 500 businesses operate in Mason's 19 square miles. High-tech companies, corporate headquarters, and light industries are particularly attracted to Mason. More than 90 corporations have headquarters or manufacturing operations in Mason's 24 commerce parks. The city has one of the region's largest complements of international businesses. This is a credit to the city's successful economic strategy to

balance high-tech corporations with attractive housing.

Mason's business facilities employ more people than live in the city. Three of the 10 largest employers in Warren County are in Mason. Mason's fifteen largest employers provide work for more than 9,000 people and generate more than \$5.3 million annually in income tax revenue.

Almost all the city is served by the Mason City School District, which has earned a perfect score and an "Excellent/Effective" rating on the state report card each year beginning in 2000. It serves approximately 10,900 students. The city also has three private schools that educate about 1,000 students in kindergarten through high school. Higher education opportunities are available at Sinclair Community College's Courseview Campus and within commuting distance at the University of Cincinnati, Miami University of Ohio, and smaller, private colleges.

Almost all day-to-day needs of families can be found right in the city, from grocery stores to professional offices to shopping and entertainment.

Demographic Data

Mason, Ohio, is a city in Warren County with a population of approximately 36,178 as of 2025. The city has a median household income of \$161,798, with a poverty rate of 3.99%. The city's median age is 42.2 years, with 41.5 years for males and 43.4 years for females. Mason's average per capita income is \$72,798, and the homeownership rate is 81.4%. The city's population has grown by 3.72% since the last census in 2020, with a growth rate of 0.72% annually.

Park & Recreation Context

Residents of the City of Mason have many recreational opportunities available at their doorstep. The Grizzly Golf Course, a public golf course owned by the city, and Kings Island amusement park lie within city boundaries. A continually expanding network of shared use paths (currently over 30 miles) connects neighborhoods to schools, parks, and downtown. The city is also home to the annual Cincinnati Open tennis tournament which is the third largest tennis event in the United States and one of the ATP Masters 1000 and WTA 1000 tournaments on the ATP and WTA tours.

Parks located within the city include:

1. Corwin M. Nixon Park – A sports park featuring four baseball fields and open greenspace.
2. Pine Hill Lakes Park – A nature-based park featuring a walking trail, fishing and a passive recreation experience.
3. Frank Hosea Woods Park – A neighborhood park featuring a wooded walking path.
4. Makino Park – A park featuring a large inclusive playground and two turf adapted ballfields.
5. Mason Sports Park – A sports park featuring baseball fields, walking path, open fields, a dog park and a connection to the Little Miami Bike Trail.
6. Meadows Park – A small neighborhood park featuring open space.
7. Heritage Oak Park – A sports park featuring baseball fields, soccer fields, tennis, basketball and pickleball courts, a portable skate park and a cricket pitch.

8. Quinn Park – A neighborhood park featuring a baseball field, a tennis/basketball court, a cricket pitch and a playground.
9. Gould Park – A dedicated park property that is 50 acres undeveloped.
10. Kathleen Bevan Castle Park – A dedicated, undeveloped park property.
11. Memorial Park – Open space park area adjacent to the community campus.
12. Brewer Road Property – Undeveloped property including open space and creek that could be used for a future neighborhood park.

The city takes a business-minded approach to parks and recreation facilities and has been successful in developing public-private partnerships to expedite new park facilities. Three facilities below are examples of Mason's pursuit of unique partnerships that can create financially sustainable amenities for the community.

Mason Community Center - The city operates the Mason Community Center, which is one of the largest public recreation facilities in the state. It has two pools, gymnasium, field house, fitness center, walking track, senior center, climbing wall, and classroom and meeting areas. The center was built in partnership with Mason City Schools and opened in 2003. A major expansion was possible in 2009 through a partnership with TriHealth, Group Health Associates and Bethesda Physical Therapy. Today the center is a financially sustainable community asset.

Mason Municipal Aquatic Center – This facility includes a heated seasonal outdoor pool, outdoor splash pad, an enclosed 50-meter Olympic sized pool and supporting facilities that include locker rooms and a meeting room. The outdoor pool opened in 2020, and the 50-meter pool opened in 2022. This facility is a community amenity that attracts major competitive aquatic events to Mason with spectator seating up to 900. The commitment to build the enclosed 50-meter pool was made possible with the City's partnership with a local fundraising organization.

Grizzly Golf and Social Lodge - In 2007 the City purchased The Grizzly Golf and Social Lodge which holds a prominent place in the annals of golf history. Designed by the legendary partnership of Jack Nicklaus and Desmond Muirhead, the course opened on July 1, 1972. The Grizzly is now an 18-hole championship course and a 4-hole academy course. In 2025 Beemok Sports and Entertainment transformed the Lindner Family Tennis Center with a \$260 million investment from a public-private partnership with the City of Mason, Warren County and the State of Ohio. Home to the Cincinnati Open, the expanded facility includes space for the Grizzly Golf Pro Shop and offices. This unique partnership will provide a year-round golf, racquet sports facility and entertainment destination.

Purpose

The City of Mason's existing parks infrastructure, recreational programming, and community events are in need of assessment to ensure they meet the current and future needs of the community. The Plan is intended as a tool to be used in guiding City decision-making related to parks and recreation planning and funding on a long-term basis.

In addition to the City's multi-Departmental staff involvement in the development of the Plan, a Steering Committee will likely be established to help oversee the progress of the Plan's development.

Description of Requested Services

The following general description of the scope of services is not definitive and is intended as a guide to illustrate minimum project requirements. Recommendations going forward for each of the tasks are to be based on each of their findings. Consultants are encouraged to present their own path to producing a comprehensive Plan.

Tasks

- **Public Forums** – Conduct community-wide input sessions with Mason residents to exchange ideas and discuss issues via open dialogue.
- **Community Surveys** – Compile a series of survey questions to multiple targeted audiences, and/or the City to gain better understanding of the City’s needs and priorities.
- **Stakeholder Interviews** – Complete multiple interviews with the various organizations, businesses and community groups that have an interest in the City’s future Plan.
- **Focus Groups** – Facilitate a variety of meetings with guided discussion with demographically diverse groups.
- **Demographic Analysis** – Analyze most recent census data to identify shifts in the City’s overall population.
- **Trends Analysis** – Analyze latest trends in the industry to identify short term and potential long-term needs of the City.
- **Benchmark Analysis** – Compare the City’s services and amenities to other like-communities and national benchmarks.
- **Natural Resources Assessments** – Assess the condition and amount of natural resources to ensure appropriate management practices and preservation efforts are in place.
- **Historical and Cultural Assessments** – Assess and inventory key historical and cultural elements.
- **Potential Land Acquisition** – Identify the types of land masses based on the City’s existing needs and potential future needs, and inventory possible land acquisitions to fulfill those needs.
- **Facilities and Amenities Assessments** – Assess existing conditions and relevance of facilities and amenities available to the public.
- **Program Assessments** – Review and assess the overall recreational program offerings to the community to ensure all demographics, interests and opportunities are being served.
- **Equity Mapping** – Conduct a geographic assessment of the availability and proximity to ensure parks and offerings are reasonably equitable throughout the City.

- **Diversity, Equity and Inclusion Assessment** – Assess that the City’s accommodations, opportunities and offerings are serving the entire community to ensure they are diverse, equitable and inclusive for all.
- **Community Needs Assessments** – Identify the overall needs of the community, considering facilities provided by surrounding communities and private amenities.
- **Implementation Plan** - Establish a detailed, prioritized implementation program for achieving the plan’s vision, and provide estimated costs to implement the Plan (capital, operating, acquisition, etc.) The plan should prioritize projects that include strong partnerships, which could be implemented before other projects without partnerships.
- **Financial Assessment** - Develop a financial assessment identifying potential funding sources for improvements and long-term financial health of the system, not just grant funds and financing. Mason has a business-minded approach towards implementing parks and recreations services. The financial assessment should include careful evaluation of estimated annual maintenance costs for existing assets as well as forecasting future annual maintenance costs resulting from proposed strategic improvements. Investigate and determine areas for revenue generation across the system to create a financially sustainable plan recognizing the need for growth while protecting and maintaining existing facilities and services for the future.
 - **Economic Development & Cross-Promotion Opportunities** - The City’s park amenities are promoted as a comprehensive system. For example, the Mason Community Center is an important tool for driving economic development and connecting Community Center members to the local resident and business community. The Community Center is known for supporting local businesses and non-profits and promotes other recreational facilities like the The Grizzly Golf & Social Lodge through Premier membership. The Parks and Recreation Master Plan should consider and expand upon this concept.

Deliverables

The anticipated work product includes the following, at minimum:

- A. A timeline with milestones for the completion of the Plan
- B. Periodic status reports to the City
- C. Public input questionnaires – administered online and through other community outreach efforts.
- D. Public workshop meeting materials
- E. Technical memorandums which summarize existing conditions and needs assessments
- F. Financial assessment of the financial sustainability of the parks and recreation system
- G. One (1) electronic copy of the Administrative Plan Draft in Microsoft Word Format
- H. One (1) copy of the Final Plan Draft in Microsoft Word Format, incorporating “tracked” revisions
- I. One (1) electronic copy in Adobe Portable Document Format (PDF) and Microsoft Word Format of the approved Final Plan

Meetings & Presentations

The project will require, at minimum, a variety of meetings are suggested below:

- A. One (1) kick-off meeting with staff
- B. Eight (8) project management meetings
- C. Six (6) Plan Steering Committee meetings
- D. Three (3) stakeholder focus group discussions
- E. Two (2) public workshops
- F. Three (3) outreach/ pop-up events
- G. Two (2) Parks and Recreation Advisory Board meetings
- H. One (1) Planning Commission meeting
- I. Two (2) Council Committee meetings
- J. One (1) City Council meeting

The City of Mason will provide the following:

- A. Project Manager
- B. Plan Steering Committee including representation from other city staff, business leaders and others.
- C. Access to all available plans, data, maps, forecasts, etc.
- D. Assistance with logistics and execution of all community/public meetings.

Submittal Requirements

The content of submittals should include the following in summary form:

Proposals shall have a 30-page limit (not including front and back cover, table of contents or fee proposal). Each consultant should adhere to the following order and content for proposal sections. Each section should be labeled for ease of reference:

A. Cover Sheet with Contact Information

The cover sheet should have the primary contact information including name, organization, phone number, email, and address.

B. Transmittal Letter/E-mail

The transmittal letter should state the team's interest in the project and summarize the unique qualities and approach to the master plan, anticipated interaction and involvement with City staff, approach to community outreach, and a clear mission statement of how a master plan should be developed.

C. Qualifications

This section will discuss in detail the proposing team's qualifications, experience, and ability in managing municipal master planning projects. Include:

- Lead firm description.
- Sub-consultant(s) description(s).
- Team member resumes. Clearly identify the lead firm's project manager and

resumes of lead firm staff and each sub-consultant.

- Organizational chart illustrating the management structure of the entire project team.
- Similar projects. Include the name, location, completion date, and project description of a minimum of three (3) similar master plan projects completed in the last 10 years. In each example, provide the name(s) of team members involved who will be assigned to this project and client contact references (including name, title, phone number, and email address). The City of Mason reserves the right to contact any of the organizations or individuals listed.

D. Approach and Methodology

Describe your firm's approach to master planning projects, the form or character of the final product, and suggested methodologies for issues anticipated and tasks to be completed. The City is open to any creative suggestions to the Scope of Work outlined in the RFP that will improve the project.

E. Detailed Scope of Services

Using the general scope provided in this RFP as a guide, describe the sequential work tasks planned to carry out in accomplishing each of the components including a detailed, itemized description of each task and service to be completed, meetings with staff and the community as well as associated deliverables.

F. Project Schedule

Provide a project schedule indicating anticipated milestones and meetings, with the estimated length of time for completion of the Master Plan process. Time estimates should be expressed in number of days/weeks without reference to a specific starting date. The schedule should identify when draft and final work products will be submitted to City staff.

G. Contract Exceptions

Indicate any concerns with the terms of the City's "Professional Services Agreement" attached as "Attachment A". Please make comments as specific as possible.

H. Conflict of Interest Statement

Include a statement disclosing any involvement with plan/development projects in the City of Mason by the consultant (and sub-consultants) within the last two years. The City of Mason reserves the right to reject any proposals having the potential for conflict of interest.

J. Fee Proposal

Submit your fee summary with the proposal in a spreadsheet format to include breakdowns of the phases and the costs for each. The consultant is free to format tasks/milestones under each phase as deemed appropriate based on experience and understanding of the project. Also include the hourly rates (for the lead firm and all sub-consultants), and any other applicable fees or expenses. The City may elect to contract for all or only some of the phases of work.

K. Other Information

Include any other information you consider to be relevant to the proposal.

Selection Process

Proposals may be evaluated using the following criteria and ranked accordingly:

- Demonstrated ability to perform the services described. (20 points)
- Experience, qualifications, and expertise of the individuals assigned to the project. (15 points)
- Experience in leading and delivering master planning services for Parks and Recreation Departments. (15 points)
- Quality of work as verified by references. (10 points)
- Ability to complete the project on schedule. (10 points)
- An understanding of the City of Mason and its needs in a consultant. (10 points)
- Cost effectiveness. (10 points)
- Any other factors the selection committee deems applicable. (10 points)

The City of Mason reserves the right to reject any late or incomplete submission, and all proposals for any reason.

Firms interested in being considered for selection should respond by submitting an electronic PDF of the proposal by 4:30 p.m. on December 3, 2025 to:

Chrissy Avery
Parks & Recreation Director
cavery@masonoh.org

Attachment A

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between CITY OF MASON, whose address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 ("Mason") and _____.

SECTION 1. GENERAL DESCRIPTION OF PROJECT

Mason hereby retains _____ to perform and _____ hereby agrees to perform the professional services described in Section 2 according to the terms and conditions outlined herein. The project for which such services will be provided is generally described as follows:

This project will develop an update to the City of Mason's Parks and Recreation Master Plan.

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The Professional Services to be provided by _____ are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated herein by reference (the "Services"):

The Plan will set the framework for decision makers in the planning, maintenance, development and/or rehabilitation of Mason's parks, open space, outdoor recreation facilities and programming for at least a 10-year horizon. Work includes, but is not limited to the following: development of a systematic and prioritized approach to implementation of parks and recreation projects, establishing a plan, vision, goals and objectives, evaluation of existing conditions of park facilities and programming, outreach to the community in a variety of ways to assess the needs of the community, providing recommendations based on findings and develop an implementation plan with expected financial impacts.

Any services beyond those identified in this Agreement shall be considered Additional Services as more fully described in Section 6.16 and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

SECTION 3. CONTACT PERSON

Mason and _____ shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in Professional Services. Any additional or revised fees must be approved by City Council. The contact person for Mason shall be: **Chrissy Avery** and the contact person for _____ shall be: _____.

SECTION 4. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed.

SECTION 5. COMPENSATION AND DURATION

This Agreement shall remain in effect and _____ shall provide all services necessary as provided herein on or before **12/31/2026**. If services are delayed as a result of actions of _____ beyond the above date, _____ shall be considered to be in default of the Agreement. Upon any default by _____, Mason may, at its discretion, in addition to any other remedies provided at law or in equity, terminate the Agreement, withhold outstanding compensation, and/or seek reimbursement for cost and time lost as a result of _____'s inability to complete the Services by the agreed to completion date.

_____ shall be entitled to receive a sum not to exceed \$ _____ for providing the all requested Services.

SECTION 6. TERMS AND CONDITIONS

6.1 Delayed Services: If services are delayed as a result of _____, Mason may seek remedial action as described in Section 5.

If services are disrupted or delayed because of the actions of Mason, the duration date specified in Section 5 of this Agreement shall be modified. If services are delayed for more than 365 days, the fees may be equitably renegotiated and mutually agreed to be the parties hereto.

If services are delayed as a result of occurrences beyond the control of Mason or _____ for more than 365 days, this contract and completion date may be extended upon mutual agreement of the parties hereto.

6.2 Invoice Procedures and Payment: _____ shall submit invoices to Mason for Services rendered during each invoicing period, which shall generally be on a monthly basis. The amount of each invoice shall be determined on the "percentage of completion method" whereby Mason and _____ will estimate the percentage of the Services accomplished during the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by _____ and shall be due and payable by Mason according to Mason's standard billing procedure.

6.3 Expert Witness Services: It is understood and agreed that _____'s services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Mason and _____ describing the services desired and providing a basis for compensation to _____.

6.4 Opinion of Probable Construction Cost/Cost Estimates: Mason hereby acknowledges that _____ cannot warrant that opinions or estimates of probable construction or operating costs provided by _____ will not vary from actual costs incurred by Mason.

6.5 Indemnification: _____ agrees to indemnify and hold harmless Mason, officials and employees, against suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of an negligent or wrongful error, omission or act of _____ or any person employed by _____.

6.6 Insurance: _____ shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Mason must approve any such insurance and Mason shall be named as additional insured under any such policy. _____ must provide Mason a current copy of each insurance policy prior to commencement of Services. _____ shall continue to provide current insurance through the duration of this Agreement.

6.7 Assignment/Third Parties: Neither Mason nor _____ will assign or transfer its interest in this Agreement without the written consent of the other. _____, however, does reserve the right to subcontract any portion of the Services with prior written consent of Mason. _____ shall insure and be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Mason.

6.8 Suspension, Termination, Cancellation, or Abandonment: Mason may, upon written notice, terminate this agreement at any time for its convenience. In the event the Project identified in this Agreement is suspended, canceled, or abandoned by Mason and except as expressly provided otherwise in Section 5, or upon any other default by _____ under this agreement, shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. If Mason delays or suspends _____'s services for more than 180 days, then _____ may terminate this Agreement upon giving fifteen (15) days' written notice. Mason may terminate this Agreement upon _____ filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Agreement, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice.

Pursuant to Section 5 of this Agreement, _____ shall not be obligated to commence services until this Agreement is fully executed. If Mason fails to execute this Agreement within 60 days of the date of receipt by Mason, _____ shall have the right to revise fees or revoke any proposal related to the services.

6.9 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees.

6.10 Standard of Care: _____ agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. _____ agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

6.11 Waiver: Any failure by Mason to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Mason may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.12 Relationship: _____ is an independent contractor to Mason in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Mason.

6.13 Mason's Responsibilities: Mason shall provide _____ all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. _____ shall be entitled to rely on any and all information provided pursuant to this provision. Mason shall review _____'s work thoroughly and promptly, provide direction as necessary, and, if Mason at any time becomes aware of any defect, shall give notice of such defect in the work or services provided. Mason shall provide access to the project site.

6.14 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.15 Electronic/CADD Documents: _____ shall include electronic computer-aided design and drafting (CADD) files. Unless specifically directed otherwise by Mason prior to execution of this Agreement, electronic files shall be developed based on _____'s standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control.

_____ shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Mason. Mason hereby authorizes _____ to make copies or permit its constituents to make copies as contemplated by or in the attached Scope of Services. Mason shall not be liable for any erroneous information supplied by _____ or third party that _____ relies upon and incorporates into an electronic file, or other documents, plans, and specifications.

6.16 Addendum/Additional Services: 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. The Agreement also may be modified by a formal, written amendment, change order or work change directive.

In addition, the requirements of this Agreement may require minor variations and deviations in the work or services provided. This work shall not be considered to be additional services outside of the scope of Section 2 work by either party and may be authorized by the City Engineer's approval. Notwithstanding the foregoing, items of work and additional materials not included in the estimate of the original Agreement and in an amount in excess of \$15,000.00 shall be authorized only in written modifications to the Agreement.

Mason may, at its discretion, authorize alterations or modifications in the specifications and plans or eliminate from the Project any portion thereof. Before _____ revises any

work or service, the change in price for the revised services shall have been agreed upon in writing.

6.17 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by Mason shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services, Schedule, & Hours & Fee.

6.18 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.19 Confidentiality: _____ agrees to hold in confidence and not disclose to anyone other than (i) those of its employees required to know; and (ii) other City Staff any and all information and data provided by Mason which it knows or has reason to know is confidential, without the prior written consent of Mason. This provision shall be an ongoing requirement and shall survive the termination and expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

CITY OF MASON, OHIO

Signed: _____

Typed

Eric Hansen

Title:

City Manager

Date:

Signed: _____

Typed

Title:

Date:

Ord. 2026 - XX

Passed:

Project: 50044

P.O. #