



**CITY OF  
TRAVERSE CITY**

**Request for Proposal  
for  
Strategic Planning Services  
Issued by The City of Traverse City, Michigan**

**Proposals Due By:**  
1:00 PM EST on Friday, March 1, 2024  
City of Traverse City – City Manager’s Office  
Attn: Kim Sheridan, Executive Assistant to the City Manager  
400 Boardman Avenue, Traverse City, MI 49684  
[tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

## **Introduction**

The administration of Traverse City, a thriving community nestled in Northern Lower Michigan, is seeking proposals from qualified consulting firms to provide strategic planning services. The City is seeking the services of a professional firm for the facilitation and development of a 5-year Strategic Plan. As a city that prides itself on its progressive and diverse atmosphere, Traverse City aims to enhance its long-term visionary and development strategies to better serve its residents.

Firms applying must submit a signed proposal following the instructions and format of the Request for Proposals (RFP) with the required project pricing and references.

- Questions are due by Friday, February 16, 2024 at 1 p.m. EST. Please contact Interim Assistant City Manager, Chet Janik, at 231/922-4440.
- Bid addendum with answers will be published by Friday, February 23, 2024 at 1 p.m. EST.

All proposals must be received by Kim Sheridan, Executive Assistant to the City Manager, via email to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov) by 1:00 p.m. EST on Friday, March 1, 2024. The emailed bid subject line should be labeled “Strategic Planning Services Proposal: “Firm Name.”

Late submissions will not be considered.

## **City Overview, Indigenous Heritage, and The Cherry Capital**

### ***City Overview***

Traverse City is situated in parts of both Grand Traverse County and Leelanau County in Northern Lower Michigan. Located along the shores of the East and West Bays of Old Mission Peninsula, Traverse City is a picturesque lakeside haven seamlessly connected to Lake Michigan and the Great Lakes. The city boasts the serene presence of Boardman Lake and the meandering Boardman Ottaway River, enhancing its natural beauty and charm. With its proximity to a diverse range of activities, the city has earned recognition as one of the best Midwest ski towns, a top beach town to reside in, and boasts one of the most charming Main Streets in America. Additionally, Traverse City holds the distinction of being one of the few Coast Guard cities in the United States.

Known for its progressive and diverse community, Traverse City has a population of approximately 15,000 people, serving as the hub of the Northern Michigan region with a surrounding population of about 143,000. Recently designated as a Metropolitan Planning Organization (MPO), the area experiences a surge in the visitor population, reaching up to 500,000 people, especially during the warmer months. Although the influx of visitors is primarily in the summer, the City of Traverse City boasts four seasons of outdoor recreation with over 35 parks scattered throughout the city. Surrounded by rustic wineries, sandy beaches, and farmland, Traverse City consistently earns its place on various lists as an outstanding destination for living, visiting, working, and exploring. Renowned as a haven for food enthusiasts, the city is home to a diverse array of restaurants, making it a true culinary delight.

### ***Indigenous Heritage***

Traverse City and the surrounding towns in northern Michigan are situated on the ancestral lands of the Anishinaabek, specifically the Grand Traverse Band of Ottawa and Chippewa Indians. Recognizing the historical, traditional, and ongoing significance of these lands to the Anishinaabek—the Three Fires Confederacy of the Ojibwe, Ottawa, and Potawatomi peoples—Traverse City pays homage to the rich heritage of those who have lived, worked, and revered these territories since time immemorial.

The Anishinaabek's connection to these lands endured challenges, including territorial diminishment due to conflicts between the French and English, the American Revolution, and the establishment of the State of Michigan in 1837. By 1855, the Anishinaabek faced further displacement, being compelled to cede almost all of their remaining land, with only a designated reserve remaining in parts of Leelanau County.

Notably, the Grand Traverse Band of Ottawa and Chippewa Indians, located 23 miles north of Traverse City in Leelanau County, gained Federal recognition in 1980. Despite historical hardships, Traverse City acknowledges and respects the enduring legacy of the Anishinaabek on these lands.

### ***The Cherry Capital***

Traverse City is also known far and wide as the nation's Cherry Capital. Cherry cultivation began in the 1850s on Old Mission Peninsula, which is just north of the city limits. Northern Michigan's prominence in the cherry industry is attributed to favorable conditions such as moderated temperatures from Lake Michigan, well-draining sandy soils, and advantageous hilltop elevations promoting cherry orchard success. Traverse City is the heart of the Grand Traverse region, spanning five counties, and leads the domestic tart cherry crop, producing 100-120 million pounds annually (40-50% of the total). The establishment of the National Cherry Festival in 1925 in Traverse City reflects the significance of cherry farming in the area, becoming an annual tradition that celebrates local agricultural heritage, fosters community spirit, and attracts visitors from far and wide. Traverse City is regional hub for government, tourism, healthcare, education, arts and culture, manufacturing, retail, and transportation.

## Scope of Work

The selected consulting firm will be responsible for conducting a comprehensive strategic planning process which culminates in a proposed long-term strategic plan, tailored to the unique needs and aspirations of Traverse City.

1. **Initial Assessment (internal):** Conduct a comprehensive analysis of the current organizational structure, which includes evaluating existing processes, workflows, and communication channels. Assess the organizational culture, strengths, weaknesses, opportunities, and threats (SWOT analysis).
2. **Situation Analysis (external):** Conduct a thorough assessment of the current economic, social, and environmental landscape of Traverse City. Assess the city's strengths, weaknesses, opportunities, and threats (SWOT analysis).
3. **Stakeholder Engagement:** Create and implement a comprehensive community engagement plan to facilitate discussions with key stakeholders and community partners, local businesses, government officials, and other entities to gather diverse perspectives and input. The plan needs to include strategies to reach historically overlooked populations and align with the City's public participation strategy.
4. **Statistically valid community survey:** We are seeking a statistically valid community survey using random or stratified sampling methods to select a representative sample from the target population. The sample size should be determined based on factors like margin of error, confidence level, and population variability to ensure the reliability and generalizability of the survey results. *See appendix A for reference.*
5. **Goal Setting:** Collaborate with city leadership to establish clear and measurable goals (SMART goals) aligned with the aspirations of Traverse City and its residents. Establish visionary Big Hairy Audacious Goals (BHAGs).
6. **Action Plans:** Develop detailed action plans outlining specific initiatives, projects, and timelines to achieve the established goals, with a recommendation on who should lead different elements, or how such leadership should be established. This should also include development of department-level work plans that are linked to the strategic plan. This should also include how citizens fit into the strategic plan's implementation and ongoing maintenance/updating of such.
7. **Monitoring and Reporting:** Establish a system for ongoing monitoring of key performance indicators. Provide regular reports detailing progress, challenges, and recommended adjustments. Implement a feedback mechanism for stakeholders to contribute insights.
8. **Community Dashboard/Balanced Scorecard:** Develop and implement a community dashboard and a balanced scorecard (or similarly designed end product) to visualize key performance metrics. Ensure the dashboard reflects the organization's goals and is accessible to the community to measure the success and impact of the strategic plan over time. Train internal staff on updating and maintaining the dashboard.
9. **Cadence for Updates to Strategic Plan:** Provide a recommended cadence and framework for updates to the strategic plan to ensure its long-term viability and relevance.

## **Proposal Information Requirements**

The proposal should include the following:

1. Firm Overview: Provide a brief overview of your consulting firm, including relevant experience in strategic planning for municipalities.
2. Methodology: Outline the proposed methodology for conducting the strategic planning process, including details on stakeholder engagement, data analysis, and plan development.
3. Team Expertise: Highlight the expertise and qualifications of the proposed team members who will be involved in the project.
4. Timeline: Present a detailed project timeline with key milestones and deliverable dates.
5. Budget: Provide a comprehensive budget estimate, including all associated costs for conducting the strategic planning process.
6. References: Include references from a minimum of three previous clients with similar projects.

*Sample service agreement is attached for reference as Appendix B for reference*

## **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

1. Experience and Qualifications: The consulting firm's experience and qualifications in strategic planning for municipalities.
2. Methodology: The clarity and effectiveness of the proposed methodology.
3. Team Expertise: The qualifications and expertise of the proposed project team.
4. Budget: The reasonableness and completeness of the proposed budget.
5. References: The strength of references from previous clients with similar projects.

## **Selection Process**

The City will establish a Strategic Plan RFP Committee consisting of the City Manager and city staff to review and evaluate the written responses to the RFP in accordance with the evaluation criteria. Finalist interviews will then be conducted for those vendors selected by the Committee. The Strategic Plan RFP Committee will recommend a qualified consultant after finalist interviews are conducted. The City Manager will then seek the approval of the recommended consultant from the City Commission.

### **Terms and Conditions**

This RFP is issued pursuant to applicable provisions of the City's purchasing policies and procedures. The City will not be liable in any way for any costs incurred by respondents in replying to this RFP. The Traverse city Commission reserves the right to reject any and all proposals, to waive any informality, to request interviews of consultant(s) prior to award and to select and negotiate the contract services in the best interest of the City.

Traverse City looks forward to partnering with a qualified consulting firm to shape its future through a robust and inclusive strategic planning process. We appreciate your interest in this opportunity and anticipate receiving your proposal by the specified deadline.

## Appendix A

The administration of Traverse City is seeking ways to engage with residents who may not be able to attend stakeholder meetings in person. We are looking for a statistically valid survey that accurately represents the Traverse City population that provides reliable and unbiased results.

To achieve statistical validity, researchers use proper sampling methods and ensure an adequate sample size.

Key components related to statistical validity:

**Random Sampling:** In a statistically valid survey, participants are selected randomly from the target population. This means that every individual in the population has an equal chance of being included in the sample. Random sampling helps reduce bias and ensures that the sample is representative of the entire population.

**Stratified Sampling:** Sometimes, researchers use stratified sampling to ensure representation from different subgroups within the population. This involves dividing the population into strata (subgroups) and then randomly selecting participants from each stratum.

**Sample Size:** The sample size is a critical factor in determining the statistical validity of a survey. A larger sample size generally leads to more reliable results. The size of the sample should be large enough to provide a margin of error that is acceptable for the research objectives.

**Margin of Error:** This is the range within which the true population parameter is likely to fall. A smaller margin of error indicates higher precision, but it often requires a larger sample size.

**Confidence Level:** This is the probability that the true parameter lies within the calculated confidence interval. Common confidence levels are 95% or 99%.

**Population Variability:** The more variable the population, the larger the required sample size.

## Appendix B

### “SAMPLE”

#### CITY OF TRAVERSE CITY

#### VENDOR/SERVICE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and \_\_\_\_\_, a (sole proprietorship/partnership/corporation) of \_\_\_\_\_, (if a corporation, state of incorporation) (the "Vendor");

WHEREAS, the City desires to engage the services of the Vendor to furnish technical and professional assistance concerning the project which is described as:

#### [BRIEF DESCRIPTION OF PROJECT]

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Notice
- B. Request for Proposals/Bids
- C. Vendor's Proposal/Bid
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Vendor shall provide services in accordance with and as set forth in the Agreement documents.

3. Compensation and Method of Payment. The City shall pay to the Vendor and the Vendor agrees to accept as full compensation for services under this Agreement the total sum of \$\_\_\_\_\_ in accordance with the Schedule of Payments.

4. Period of Performance. The services to be rendered under this Agreement shall commence within \_\_\_\_\_ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.

5. Independent Contractor. The relationship of the Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not

limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Vendor to be a joint venture.

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Vendor.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Vendor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

**USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:**

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Vendor is required to name the City as additional insured, and shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

**USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:**

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Vendor with all information currently available to the City upon request of the Vendor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Vendor's duties under this Agreement must be in writing.

16. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Vendor. The Vendor specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a

mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 *et seq* or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13<sup>th</sup> Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation session before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Vendor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

30. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq*. Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

36. Iran Economic Sanctions Act. The Vendor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By \_\_\_\_\_  
Amy Shamroe, Mayor

By \_\_\_\_\_  
Benjamin C. Marentette, City Clerk

VENDOR

APPROVED AS TO SUBSTANCE:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Vogel, City Manager

\_\_\_\_\_  
Name and Title (print or type)

APPROVED AS TO FORM:

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Lauren Tribble-Laucht, City Attorney