

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/13/2012**

<b>AGENDA ITEM:</b> Washington Public Agency Contract Renewal	
<b>PREPARED BY:</b> Sandy Langdon <b>DEPARTMENT:</b> Finance	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> Washington Public Agency Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$360.00

**SUMMARY:**

The City utilizes the Washington Public Agency Contract with Municipal Research Services Center (MRSC) Rosters to host individual small public works roster and consultant roster in an online database. This service provides for more efficient and cost effective services by receiving and reviewing small works and consultant business application for compliance. Also, since MRSC Rosters host several local government agencies there is a broader base of businesses.

The term of the contract is one year and the rate is determined by the annual capital budget.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Washington Public Agency Membership Contract.



# Washington Public Agency Contract Small Works Roster and Consultant Roster

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a Washington not-for-profit corporation, and the City of Marysville (the "Public Agency").

### Public Agency Information

Public Agency City of Marysville  
Mailing Address 1049 State Avenue  
Marysville, WA 98270  
County Snohomish  
Website www.marysvillewa.gov

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters which will host its individual Small Public Works Roster ("Small Works Roster") and Consultant Roster ("Consultant Roster") in an online database (collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Public Agency and other Public Agency members by RCW 39.04.155 and Chapter 39.80 RCW, respectively. MRSC shall advertise at least biannually for the Small Works Roster and Consultant Roster in accordance with statutory requirements on behalf of all Public Agency members. MRSC will receive and review small works and consultant business (collectively, "business") applications for compliance with basic statutory eligibility requirements, and will maintain business applications.

3. Use of MRSC Rosters by Public Agency. As of the date of the first MRSC biannual legal notice in January or June by occurring after the signing of the membership contract by both parties, the Public Agency will use the Small Works Roster and Consultant Roster hosted in MRSC Rosters as their official rosters.

(a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects up to \$300,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Public Agency. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected businesses are responsible bidders. The Public Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the business thus selected.

(b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects, and will do so in accord with all applicable laws and regulations. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected businesses are responsible. The Public Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the business thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Public Agency by providing it with a user name and password for access to MRSC's online database MRSC Rosters.

4. Compensation of Businesses. The Public Agency shall be independently responsible for payments to any business that is selected as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

5. Effective Date and Term. This Contract shall be effective for a period of one year as of the publication date for the first MRSC biannual advertisement in January or June after the signing of the membership contract by both parties. MRSC will notify the Public Agency of the publication dates of each biannual legal notice the week prior to the publication dates. This Contract may be cancelled by either party as provided in Section 10.

6. Compensation of MRSC. The Public Agency will pay MRSC an annual membership fee in the amount of \$<sup>360</sup>\_\_\_\_\_ based on the Public Agency's total capital expenditures for the most recent complete fiscal year for the services under this Contract. Total capital expenditures for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other public agencies. The amount will be paid in full prior to the publication by MRSC of the first biannual legal notice after the signing of the Contract, which will be either in January or June for the MRSC Rosters, and on the subsequent anniversary dates of the publication date.

Total Capital Expenditures*	Annual Membership Fee
Less than 5	\$120
5 to 10	\$240
10 to 15	\$360
15 to 25	\$480
25 to 50	\$600
More than 50	\$900

*\*Total capital expenditures in millions*

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses into which the Public Agency may enter as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Public Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Public Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Contacts. For purposes of Contract administration, the Public Agency designates the following contacts:

Primary Contact:

Name: Sandy Langdon  
Title: Admin. Services/Finance Director  
Email: slangdon@marysvillewa.gov  
Telephone: 360-363-8017  
Facsimile: 360-363-8042

Alternative Contact:

Name: April O'Brien  
Title: Deputy City Clerk  
Email: aobrien@marysvillewa.gov  
Telephone: 360-363-8077  
Facsimile: 360-363-8042

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Public Agency Fee Structure and that they agree that the Public Agency shall be bound by and adhere to the Terms and Conditions stated.

**MRSC**

**PUBLIC AGENCY**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Executive Director  
[Title]

\_\_\_\_\_  
Mayor  
[Title]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Date]

Submit signed contract with annual membership fee to:  
MRSC Rosters  
Municipal Research and Services Center  
2601 Fourth Avenue  
Suite 800  
Seattle, WA 98121-1280