

RESOLUTION NO. 1805

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE WASHINGTON PUBLIC AGENCY CONTRACT WITH MUNICIPAL RESEARCH AND SERVICES CENTER FOR HOSTING OF SMALL WORKS, CONSULTANT, AND VENDOR ROSTERS

WHEREAS, from 2008 through 2014, the City contracted with Municipal Research and Services Center (MRSC) for hosting of its small works and consultant rosters; and

WHEREAS, in December 2014, MRSC launched a new roster system and database to include hosting of participating agencies' vendor rosters, in addition to small works and consultant rosters; and

WHEREAS, in April 2019, the Lake Forest Park City Council approved a resolution which authorized the City's participation in the small works, consultant, and vendor roster system and database; and

WHEREAS, the term of the current agreement expires April 30, 2021; and

WHEREAS, the Lake Forest Park City Council has determined it is in the best interest of the City to renew the contract with MRSC, continuing participation in the roster system and enhanced database; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. APPROVAL OF PUBLIC AGENCY CONTRACT. The City Council of the City of Lake Forest Park approves and authorizes the Mayor to sign the Public Agency Contract with Municipal Research and Services Center for hosting of small works, consultant, and vendor rosters, in the form attached hereto as Exhibit A, for a term ending April 30, 2022.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of April, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: April 2, 2021
PASSED BY THE CITY COUNCIL: April 8, 2021
RESOLUTION NO.: 1805

EXHIBIT A to Resolution 1805



Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

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

City of Lake Forest Park

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster"), individual Consultant Roster ("Consultant Roster"), and individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster, Consultant Roster, and Vendor Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works, consultant, and vendor business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects 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.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$_____.

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$135
5 to 10 million	\$275
10 to 15 million	\$425
15 to 25 million	\$575
25 to 50 million	\$745
More than 50 million	\$1145

10. Relationship of Parties. MRSC 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 ventures.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into 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.

12. 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, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. 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.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Strategies 360 for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise 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.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
17. 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.
18. 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.
19. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Lake Forest Park

Common Public Agency Name (If different): _____

Mailing Address: 17425 Ballinger Way NE

Lake Forest Park, WA 98155

County: King

Type of Public Agency: City

Website: www.cityoflfp.com

Primary Contact:

Name: JoAnne Trudel

Title: Deputy City Clerk

Email: jtrudel@ci.lake-forest-park.wa.us

Telephone: 206.368.5440 x 110

Facsimile: 206.364.6521

Additional Contact:

Name: Evelyn Jahed

Title: City Clerk

Email: evelyn@cityoflfp.com

Telephone: 206.368.5440 x 112

Facsimile: 206.364.6521

20. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

[Signature]

Mayor
[Title]

[Date]

MRSC

[Signature]

MRSC Rosters Manager
[Title]

[Date]