



## Washington Public Agency Contract: Small Works and Consultant MRSC 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”) listed above.

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”) and individual Consultant Roster (“Consultant Roster”) (collectively “Rosters”). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works and consultant 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 on the date in which it is signed by the Public Agency and terminate one year from the effective date, unless renewed as set forth in Section 14.
4. Access to MRSC Rosters by Public Agency. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at [www.mrscrosters.org](http://www.mrscrosters.org) by entering its account login information. The Public Agency may search for and view business applications and may contact businesses about roster projects as of the effective date of the Contract.
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.
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 Contract effective date, all departments of the Public Agency will discontinue use of any non-MRSC 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.

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

<b>Total Capital Expenditures</b>	<b>Annual Membership Fee</b>
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.

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.