

JOINT PROCUREMENT AGREEMENT

This Agreement is made on this ___ day of _____, 2016, between the Central Shenandoah Planning District Commission ("CSPDC"), a planning district commission with its principal office located at 112 MacTanly Place, Staunton, Virginia 24401, and the City of Harrisonburg. CSPDC and the City of Harrisonburg may be hereinafter referred to individually as a "party" and collectively as the "parties."

WHEREAS, Virginia Code § 2.2-4304 authorizes public bodies to participate in a joint procurement agreement for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction;

WHEREAS, the parties desire to jointly conduct a procurement for services related to planning, zoning, engineering, management, architectural, public facility assessments, environmental studies, technical assistance, public outreach, grant preparation, and other projects (the "Services"); and

WHEREAS, the parties desire to enter into this Agreement for the purpose of increasing efficiency and reducing administrative expenses in the acquisition of the Services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The parties agree to enter into this Agreement for the joint procurement of the Services described herein.
2. The parties agree to jointly conduct a procurement or procurements for Services in accordance with the Virginia Public Procurement Act, and that the CSPDC will be responsible for the administration of the procurement process. The parties agree that the procurement or procurements will be advertised as a joint procurement under Virginia Code § 2.2-4304(A) and a cooperative procurement under Virginia Code § 2.2-4304(B).
3. Any contract awarded under this Agreement to a qualified offeror or offerors (the "Awardees") will provide that the same terms and conditions shall be extended to all parties to this Agreement.
4. Nothing contained herein shall obligate either party to enter into a contract for the purchase of Services or to exclusively contract with the Awardees. However, either party shall have the right to enter into a contract with an Awardee for Services.
5. The parties agree that neither party will be liable to the other for any damages arising from this Agreement, including but not limited to consequential damages or liability for any third party claims arising out of a joint procurement conducted under this Agreement or a contract awarded as a result of a joint procurement.

6. Either party may terminate this Agreement with or without cause by providing written notification 30 days in advance of the date of termination. Termination of this Agreement shall not alter any obligations of the parties, including any obligation with respect to payment, under a contract entered into as a result of a joint procurement.
7. Any claim arising out of this Agreement shall be heard in the General District or Circuit Court of Augusta County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Procurement Agreement as of the date written above.

Central Shenandoah Planning District
Commission

City of Harrisonburg

By:

Bonnie Riedesel, Executive Director

Kurt Hodgen, City Manager