



MEMORANDUM OF AGREEMENT

BETWEEN THE

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

JEFFERSON COUNTY PUBLIC SCHOOLS

AND

UNIVERSITY OF LOUISVILLE

AND

BOARD OF WATER WORKS

**By and through the
LOUISVILLE WATER COMPANY**

AND

METROPOLITAN SEWER DISTRICT

AND

TRANSIT AUTHORITY OF RIVER CITY

AND

LOUISVILLE REGIONAL AIRPORT AUTHORITY

PERTAINING TO

COOPERATIVE PURCHASING

THIS AGREEMENT is made and entered by and between the Louisville/Jefferson County Metro Government (hereinafter "Metro Government") and Jefferson County Public Schools (hereinafter "JCPS") and the University of Louisville (hereinafter "U of L") and Board of Water Works by and through the Louisville Water Company (hereinafter "LWC") and Metropolitan Sewer District (hereinafter "MSD") and Transit Authority of River City (hereinafter "TARC") and Louisville Regional Airport Authority (hereinafter "LRAA").

WHEREAS, Metro Government, JCPS, U of L, LWC, MSD, TARC and LRAA (hereinafter collectively the “Parties” or individually the “Party”) are agencies or public entities for the Commonwealth of Kentucky; and

WHEREAS, this Memorandum of Agreement (hereinafter “MOA”) sets forth the rights and duties of the parties with regard to such purchasing.

NOW, THEREFORE, for consideration, the Parties agree as follows:

1. PURCHASING PROCESS:

1.1 Cooperative Purchasing.

- (a) Upon agreement of the Parties, any Party may serve as the issuing party for any procurement pursuant to this Program. Unless otherwise preferred by any Party, U of L shall serve as the issuing party of procurements on behalf of the Parties. The issuing Party shall ensure that the procurement process complies with the minimum requirements of each of the Parties. Each Party shall timely review and submit information necessary for the preparation of any prospective procurement.
- (b) The issuing Party shall consult with the other Parties regarding the form and content of any prospective procurement.

1.2 Participation in Materials, Supplies, and Service Procurement Contracts.

- (a) In addition to the cooperative purchasing process outlined in Section 1.1 above, Parties may include in their contracts for the purchase of materials, supplies, or services a provision that any Party may participate in the contract to the same extent as the contracting Party.
- (b) Under this Section 1.2, the contracting Party shall not be responsible for complying with the procurement or contract requirements of any other Party.
- (c) Under this Section 1.2, the contracting Party shall have no obligation to consult with other Parties regarding the form or content of any such procurement or contract.

1.3 Purchase Orders. Each Party shall submit any specific purchase orders directly to the applicable vendor and pay for such orders according to the terms of the purchase agreement.

1.4 Independent Parties. Each Party shall be considered an independent party and shall not be construed to be an agent or representative of any other Party. Therefore, no Party shall be liable for any acts or omissions of another Party or for the purchase orders of any other Party.

2. CONSIDERATION: No payments shall be made between the Parties for services provided pursuant to this MOA. The sole consideration shall be the economy of

purchasing, the benefit to the Commonwealth, and the mutual waiver and release hereby agreed to by the Parties for any claims, liabilities or damages whatsoever incurred as a result of this MOA.

3. **PERIOD OF PERFORMANCE:** The effective dates for this MOA will be from **September 1, 2014 to August 31, 2019**. This MOA shall not be modified except by the written agreement of all parties. No work may begin under this MOA until all parties have signed it. The MOA will be reviewed in **February 2019** and may be renewed upon the written agreement of the Parties.
4. **TERMINATION:** Any Party may terminate this MOA on thirty days written notice to the other Parties. In the event of termination, any purchasing obligations incurred prior to the effective termination date shall remain the responsibility of each party.
5. **CONFLICT OF INTEREST:** The Parties certify, by the signatures of duly authorized representatives on this MOA, that they are legally entitled to enter into this MOA and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this agreement.
6. **RECORDS:** The Parties shall maintain during this MOA, and for not less than five years from the date of its termination, complete and accurate records of all services provided hereunder. The Parties shall allow the other Parties, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it.
7. **ENTIRE AGREEMENT:** This MOA is the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this MOA supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or

statement of intention has been made by the Parties that are not embodied in this MOA. This MOA cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.

8. **SUCCESSORS:** This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
9. **SEVERABILITY:** If any court of competent jurisdiction holds any provision of this MOA unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this MOA. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this MOA and shall not affect any other provision hereunder.
10. **COUNTERPARTS:** This MOA may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

APPROVED AS TO LEGALITY AND FORM:



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DATE: 5/20/2014

APPROVED:



LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


DATE: 6/2/14

APPROVED AS TO LEGALITY AND FORM:


ASSISTANT UNIVERSITY COUNSEL, UofL

DATE: 7-23-14

APPROVED:


UNIVERSITY OF LOUISVILLE

DATE: 8/11/14

APPROVED AS TO LEGALITY AND FORM:

Rosemary Miller
GENERAL COUNSEL, JCPS


DATE: 9.9.2014

APPROVED:

JEFFERSON COUNTY PUBLIC SCHOOLS

DATE: _____

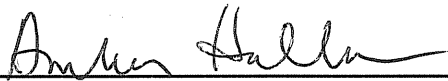
APPROVED AS TO LEGALITY AND FORM:



VICE PRESIDENT, GENERAL COUNSEL, LWC

DATE: 6-24-14

APPROVED:



BOARD OF WATER WORKS
By and through the
LOUISVILLE WATER COMPANY

DATE: 6-30-14

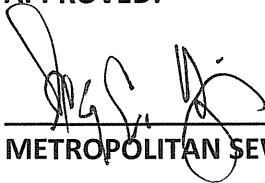
APPROVED AS TO LEGALITY AND FORM:



GENERAL COUNSEL, MSD

DATE: 8/21/14

APPROVED:

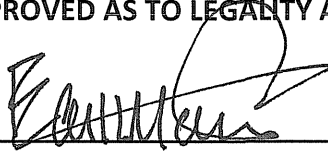


METROPOLITAN SEWER DISTRICT

DATE: 8/25/14

GREG C. HEITZMAN
EXECUTIVE DIRECTOR
LOUISVILLE MSD

APPROVED AS TO LEGALTY AND FORM:



COUNSEL FOR TARC

DATE: 8.13.2014

APPROVED:



TRANSIT AUTHORITY OF RIVER CITY

DATE: 8/18/2014

APPROVED AS TO LEGALITY AND FORM:


COUNSEL FOR LRAA

DATE: 6-20-2014

APPROVED:


LOUISVILLE REGIONAL AIRPORT
AUTHORITY

DATE: 7-10-14