

MEMORANDUM OF AGREEMENT
BETWEEN THE
JEFFERSON COUNTY PUBLIC SCHOOLS
AND
FAYETTE COUNTY PUBLIC SCHOOLS
PERTAINING TO
COOPERATIVE PURCHASING

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THIS AGREEMENT is made and entered by and between the Jefferson County Public Schools (JCPS) and the Fayette County Public Schools (FCPS).

WHEREAS, JCPS and FCPS (hereinafter collectively the "Parties" or individually the "Party") are agencies or public entities of the Commonwealth of Kentucky; and

WHEREAS, this Memorandum of Agreement (hereinafter "MOA") set 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, either Party may serve as the issuing Party for any procurement pursuant to this Program. 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 Party 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 either 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 the other Party.
- (c) Under this Section 1.2, the contracting Party shall have no obligation to consult with the other Party regarding the form or content of any such procurement or contract.

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- 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 the other Party. Therefore, neither Party shall be liable for any acts or omissions of the other Party or for the purchase orders of the other Party.
2. **CONSIDERATION:** No payments shall be made between the Parties for service 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 January 1, 2017, to December 31, 2022. This MOA shall not be modified except by the written agreement of both Parties. No work may begin under this MOA until both Parties have signed it. The MOA will be reviewed in December 2022 and may be renewed upon the written agreement of the Parties.
4. **TERMINATION:** Either Party may terminate this MOA on thirty days written notice to the other Party. 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 signature of duly authorized representatives of 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 Party, 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 both 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 the 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 instruments.

APPROVED AS TO LEGALITY AND FORM:

Francis J. McAllen Jr
GENERAL COUNSEL, JCPS

DATE: _____

APPROVED:

JEFFERSON COUNTY PUBLIC SCHOOLS

APPROVED AS TO LEGALITY AND FORM:


GENERAL COUNSEL, FCPS

DATE: 12-1-16

APPROVED:


FAYETTE COUNTY PUBLIC SCHOOLS


11/14/16


11/21/16