

# MEMORANDUM OF AGREEMENT

between the

**Louisville/Jefferson County Metro Government**

and

**Jefferson County Public Schools**

and

**the University of Louisville**

pertaining to:

## **Cooperative Purchasing**

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**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 “UofL”).

**WHEREAS**, Metro Government, JCPS and UofL (hereinafter collectively the “Parties” or individually the “Party”) are agencies or public entities for the Commonwealth of Kentucky; and

**WHEREAS**, the Parties have formed The Partnership for a Green City (hereinafter the “Program”) to make cooperative purchases for the benefit of the local community and environment; 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 Upon agreement of the Parties, any Party may serve as the issuing Party for any procurements pursuant to this Program. Unless otherwise preferred by any Party, UofL 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.

1.2. The issuing Party shall consult with the other Parties regarding the form and content of any prospective procurement.

1.3. 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. 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 October 15, 2005 through June 30, 2008. 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 January 2008 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 the 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 of 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 is 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.

