

**MEMORANDUM OF AGREEMENT (MOA)**  
**FOR PARTICIPATION IN**  
**KPC CONSTRUCTION CONTRACT REVENUE SHARING**

This agreement is made between the Kentucky Educational Development Corporation (KEDC), 904 Rose Road, Ashland, KY 41102-7104, as the Fiscal Agent for KPC, and the Northern Kentucky Cooperative for Educational Services (NKCES), 5516 E. Alexandria Pike, Cold Spring, KY 41076.

**Period of Contract:**

The services to be performed under this agreement will begin on January 10, 2018 and will continue until terminated by either party.

**Purpose and Terms of Contract:**


1. KEDC, an educational cooperative organized under the Interlocal Cooperation Act and providing various and sundry services to its member school districts, agrees to operate and offer the construction services price contracts of KPC for any interested educational cooperative in Kentucky organized under the Interlocal Cooperation Act including NKCES.
2. NKCES wishes to participate in the KPC Construction Price Contract Program on behalf of the NKCES members.
3. NKCES agrees to not enter into agreements for, operate, or promote any competing services to those offered through KPC.
4. NKCES agrees to actively promote the use of KPC construction price contracts among its members including but not limited to activities such as:
  - a. Making introductions for KPC staff and awarded vendors to NKCES members;
  - b. Notifying KPC staff of upcoming construction opportunities in NKCES member districts;
  - c. Allowing KPC staff and awarded vendors to present at NKCES board meetings and other meetings as appropriate; and
  - d. Listing KPC as a sponsor at appropriate events.
5. NKCES agrees to assist in data gathering or other activities designed to improve the services offered through KPC to NKCES members.
6. KEDC agrees to remit to NKCES fifteen percent (15%) of any vendor administrative fees collected from purchases made by NKCES members through the construction price contracting venues. If the purchasing district is a member of two or more participating cooperatives (excluding KEDC and OVEC) the 15% will be divided evenly among the participating cooperatives.
7. Either Party may terminate the Agreement at the end of any fiscal year upon giving written notice thirty (30) days prior to the end of that fiscal year.

**Kentucky Educational Development Corporation**

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Nancy L. Hutchinson, CEO

\_\_\_\_\_  
Date

**Northern Kentucky Cooperative for Educational Services**

  
\_\_\_\_\_  
Amy Razor, Executive Director

1/18/18  
\_\_\_\_\_  
Date