

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 West Kentucky Educational Cooperative (WKEC), Murray State General Services Building, 200 Chestnut Street, Murray, KY 42071.

Period of Contract:

The services to be performed under this agreement will begin on December 1, 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 WKEC.
2. WKEC wishes to participate in the KPC Construction Price Contract Program on behalf of the WKEC members.
3. WKEC agrees to not enter into agreements for, operate, or promote any competing services to those offered through KPC.
4. WKEC 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 WKEC members;
 - b. Notifying KPC staff of upcoming construction opportunities in WKEC member districts;
 - c. Allowing KPC staff and awarded vendors to present at WKEC board meetings and other meetings as appropriate; and
 - d. Listing KPC as a sponsor at appropriate events.
5. WKEC agrees to assist in data gathering or other activities designed to improve the services offered through KPC to WKEC members.
6. KEDC agrees to remit to WKEC fifteen percent (15%) of any vendor administrative fees collected from purchases made by WKEC 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



Nancy L. Hutchinson, CEO

01/31/19

Date

West Kentucky Educational Cooperative



Dr. John C. Settle, Executive Director

January 25, 2019

Date