

## NATIONAL SCHOOL DISTRICT PURCHASING COOPERATIVE ORGANIZATIONAL INTERLOCAL AGREEMENT

This Organizational Interlocal Agreement (“Agreement”), executed by and among the School District of Caroline County, Maryland, the School District of St. Mary’s County, Maryland, the Warwick Public School District, Rhode Island, and the Providence Public School District, Rhode Island, collectively referred to as the “Organizing Local Governments,” do hereby organize and create the National School District Purchasing Cooperative (the “Cooperative”), pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009).

The Organizing Local Governments, for and in consideration of the premises and mutual agreements set forth below, hereby agree as follows:

### Article 1. Formation of the Cooperative.

- a. The Organizing Local Governments hereby create this Cooperative for their mutual benefit and for the benefit of all eligible governmental entities, wherever located in the United States, which may become a part of the Cooperative. It is agreed that governmental entities may join this Cooperative by becoming a party to this Agreement at any time during the term of this Agreement, or as otherwise authorized by the Cooperative (and, for purposes of this Agreement, the same shall be referred to as “Cooperative Members” herein).
- b. The Cooperative shall operate on behalf of its participating Cooperative Members, and Cooperative Members shall constitute governmental entities authorized to enter into interlocal, intergovernmental or joint powers agreements under the laws of their respective states.
- c. The purpose of the Cooperative is to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a cooperative effort to (i) comply with the governmental procurement requirements applicable to the State of purchase; (ii) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (iii) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (iv) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.
- d. This Agreement, and the Cooperative formed hereunder, shall be governed under the laws of the State of Rhode Island, specifically, R.I.GEN.LAWS § 16-2-9.2 (2009). Additionally, the parties intend for this Agreement and this Cooperative to comply with the various laws governing interlocal, intergovernmental, or joint powers agreements applicable to the participating Cooperative Members. Nothing in this Agreement is intended to evade the purposes of any state or local procurement laws.

Article 2. Term.

- a. This Agreement shall commence upon the date that the last signature of the Organizing Local Governments is affixed hereto and shall continue in full force and effect until specifically superseded or terminated by subsequent interlocal agreement or as otherwise authorized by the Cooperative.

Article 3. Governance.

- a. The Cooperative shall be governed by a Board of Directors in accordance with the terms of this Agreement and the bylaws, agreements and policies adopted and amended by the Board from time to time. To the extent required by this Agreement, the Board shall not adopt bylaws or take action that would be contrary to the terms of this Agreement
- b. The members of the Board must be composed of elected or appointed officials or employees of the participating Cooperative Members or of NSBA, TASB, RIASC and MABE. No Cooperative Member or NSBA, TASB, RIASC and MABE, shall have more than one individual on the Board.
- c. The initial Board shall carry out the following within a period of one year of the commencement date of the Agreement:
  - i. Adopt bylaws for the operation of the Cooperative;
  - ii. Enter into contracts for the fundamental administration of the Cooperative;
  - iii. Adopt form interlocal participation agreements for other governmental entities to join the Cooperative; and
  - iv. Take such other action as the Board deems appropriate or necessary to accomplish the purposes of the Cooperative.

Article 4. Initial Board Composition & Written Proxy.

- a. Each Board member must be either an elected or appointed official or employee of a Cooperative Member, or of NSBA, TASB, RIASC and MABE, and no Cooperative Member shall hold more than one seat on the Board. Any Board member who vacates his/her position as an elected or appointed official or employee of a Cooperative Member shall be deemed to have vacated the position on the Cooperative Board.
- b. A Board Member, may participate in any Board meeting by proxy by submitting to the Board in writing a notice of Board member substitution before the start of the meeting at which the proxy is to take effect.

- c. No Board member may serve more than three (3) full terms, including initial terms, on the Board.
- d. The initial Board shall be composed of eight (8) individuals: one director appointed by each of the four (4) undersigned Organizing Local Governments, and one (1) director each appointed by the National School Boards Association (NSBA), the Texas Association of School Boards (TASB), the Rhode Island Association of School Committees (RIASC), and the Maryland Association of Boards of Education (MABE).
- e. The initial Board shall serve in staggered terms, determined by lot or other means acceptable to the Board, as follows: two (2) director terms shall end twelve (12) months from the date of the initial Board meeting; three (3) director terms shall end twenty-four (24) months from the date of the initial board meeting; and three (3) director terms shall end thirty-six (36) months from the date of the initial board meeting.
- f. Thereafter, the Board shall be composed and shall have such terms as set forth in the Cooperative's bylaws.

Article 5. Fiscal Responsibility.

- a. No party to this Agreement shall ever be responsible for the payment of any sum of money to the Cooperative, a Cooperative Member, or to any other person or entity solely by reason of its execution of this Agreement. A payment obligation shall only arise for a signatory to this Agreement under the terms and provisions of a separate contract, agreement or instrument which has been expressly authorized by such party.
- b. Each party represents and warrants that any payment that may be required of it under this Agreement will be made from current revenues budgeted and available to such party.

Article 6. Miscellaneous.

- a. Severability. If any part of this Agreement is declared invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- b. Execution. This Agreement may be executed in separate agreements and at separate times, each of which shall be deemed an original and, which taken together, shall constitute a single document. Further, a facsimile or scanned signature shall be enforceable as an original ink signature.

WHEREFORE, each of the undersigned parties represents that its governing body has duly authorized entering into this Agreement and has attached a true and correct copy of its enabling resolution hereto.

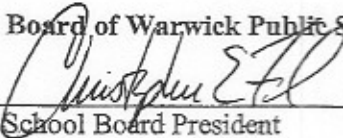
*[A signature page for each party follows.]*

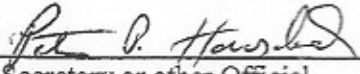
School Board of Providence Public Schools, Rhode Island

By: Pat Wier Date: 12/6/2010  
School Board President

Attest: [Signature] Date: 12/6/10  
Secretary or other Official  
CFO

School Board of Warwick Public Schools, Rhode Island

By:  Date: 5/13/10  
School Board President

Attest:  Date: 5/13/10  
Secretary or other Official

School Board of Caroline County, Maryland

By: Sandra Barry Date: 5/18/10  
School Board President

Attest: E. L. Wilf Date: 5/19/10  
Secretary or other Official

School Board of St. Mary's County, Maryland

By: Bill Mathungly Date: 5-17-10  
School Board President

Attest: [Signature] Date: 5/17/10  
Secretary or other Official

BOARD RESOLUTION  
Authorizing  
National School District Purchasing Cooperative  
Organizational Interlocal Agreement

WHEREAS, the WARWICK PUBLIC SCHOOL DISTRICT, RHODE ISLAND ("District") has elected to be an Organizing Local Government of the National School District Purchasing Cooperative (the "Cooperative"), a program created for the benefit of school districts and other governmental entities nationwide; and

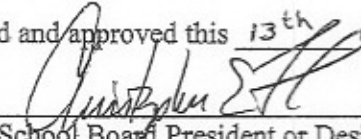
WHEREAS, the District is authorized to enter into the National School District Purchasing Cooperative Organizational Interlocal Agreement (which is incorporated herein by reference) for the formation of said Cooperative pursuant to the laws of this State, specifically R.I.GEN.LAWS § 16-2-9.2 (2009); and

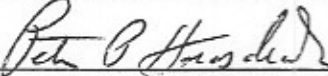
WHEREAS, the District desires to participate and join with other governmental entities in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions and services relative to purchasing; and

NOW, THEREFORE, BE IT RESOLVED, that the WARWICK SCHOOL COMMITTEE hereby authorizes its president, or designee, to execute the National School District Purchasing Cooperative Organizational Interlocal Agreement.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the District's approval of this action and of the authority granted herein. District warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this 13<sup>th</sup> day of May

By:  Date: 5/13/10  
School Board President or Designee

Attest:  Date: 5/17/10  
Secretary or other Official

**BOARD RESOLUTION**  
Authorizing  
Participation in the National Purchasing Cooperative

WHEREAS, the **SCHOOL BOARD OF PROVIDENCE, RHODE ISLAND** ("Board" or "District") has elected to join the National Purchasing Cooperative (the "Cooperative" operating as "National BuyBoard", a program created for the benefit of school districts and other governmental entities nationwide; and

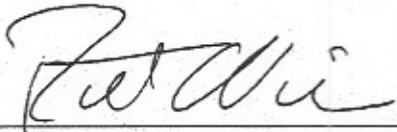
WHEREAS, the District is authorized to enter into the National Purchasing Cooperative by executing the National Purchasing Cooperative Organizational Interlocal Agreement (which is incorporated herein by reference) pursuant to ~~INSERT STATE LEGAL INFORMATION~~; and <sup>↑</sup> R.I.G.L. §16-2-9.2

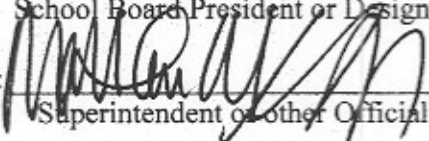
WHEREAS, the District desires to participate and join with other governmental entities in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions and services relative to purchasing;

NOW, THEREFORE, BE IT RESOLVED, that the **SCHOOL BOARD OF PROVIDENCE, RHODE ISLAND**, hereby authorizes its president, or designee, to execute the National Purchasing Cooperative Organizational Interlocal Agreement.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein. The Board warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this 23<sup>rd</sup> day of August 2010.

By:   
School Board President or Designee

Attest:   
Superintendent or other Official

BOARD RESOLUTION  
Authorizing  
National School District Purchasing Cooperative  
Organizational Interlocal Agreement

WHEREAS, the **SCHOOL DISTRICT OF CAROLINE COUNTY, MARYLAND** ("District") has elected to be an Organizing Local Government of the National School District Purchasing Cooperative (the "Cooperative"), a program created for the benefit of school districts and other governmental entities nationwide; and

WHEREAS, the District is authorized to enter into the National School District Purchasing Cooperative Organizational Interlocal Agreement (which is incorporated herein by reference) for the formation of said Cooperative pursuant to the laws of this State, specifically Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009); and

WHEREAS, the District desires to participate and join with other governmental entities in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions and services relative to purchasing;

NOW, THEREFORE, BE IT RESOLVED, that the **SCHOOL BOARD OF CAROLINE COUNTY**, hereby authorizes its president, or designee, to execute the National School District Purchasing Cooperative Organizational Interlocal Agreement.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the District's approval of this action and of the authority granted herein. District warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this 18<sup>th</sup> day of May, 2010.

By: Sandra Barry Date: 5/18/10  
School Board President or Designee

Attest: Elle W. G. Date: 5/18/10  
Secretary or other Official

BOARD RESOLUTION  
Authorizing  
National School District Purchasing Cooperative  
Organizational Interlocal Agreement

WHEREAS, the **SCHOOL DISTRICT OF ST. MARY'S COUNTY, MARYLAND** ("District") has elected to be an Organizing Local Government of the National School District Purchasing Cooperative (the "Cooperative"), a program created for the benefit of school districts and other governmental entities nationwide; and

WHEREAS, the District is authorized to enter into the National School District Purchasing Cooperative Organizational Interlocal Agreement (which is incorporated herein by reference) for the formation of said Cooperative pursuant to the laws of this State, specifically Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009); and

WHEREAS, the District desires to participate and join with other governmental entities in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions and services relative to purchasing;

NOW, THEREFORE, BE IT RESOLVED, that the **SCHOOL BOARD OF ST. MARY'S COUNTY**, hereby authorizes its president, or designee, to execute the National School District Purchasing Cooperative Organizational Interlocal Agreement.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the District's approval of this action and of the authority granted herein. District warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this 17 day of May, 2010.

By: *Bill Mattingly* Date: 5-17-10  
School Board President or Designee

Attest: *[Signature]* Date: 5/17/10  
Secretary or other Official