

## **NATIONAL PURCHASING COOPERATIVE ORGANIZATIONAL INTERLOCAL AGREEMENT**

The National Purchasing Cooperative (“Cooperative”) was formed on May 26, 2010, by organizing local governments (School District of Caroline County, Maryland; School District of St. Mary’s County, Maryland; Warwick Public School District, Rhode Island; and Providence Public School District, Rhode Island) entering into an Organizational Interlocal Agreement. Under the authority granted through the Organizational Interlocal Agreement, the Cooperative’s Board of Directors (“Board”) amended the agreement on April 23, 2012, and, through resolution dated August 9, 2023, the Board adopts this amended and restated Organizational Interlocal Agreement (“Agreement”) effective November 1, 2023:

### Article 1. Composition and Purposes of the Cooperative

a. The Cooperative exists for the benefit of all eligible governmental entities, wherever located in the United States, that may become a part of the Cooperative. 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 (for purposes of this Agreement, the same shall be referred to as “Cooperative Members”).

b. The Cooperative shall operate on behalf of its participating Cooperative Members, and each Cooperative Member must be authorized to enter into an interlocal, intergovernmental, or joint powers agreement under the laws of the Cooperative Member’s state.

c. The purpose of the Cooperative is to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a joint 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, this Cooperative is intended to comply with the various laws governing interlocal, intergovernmental, or joint powers agreements applicable to its participating Cooperative Members. Nothing in this Agreement is intended to evade the requirements of any state or local procurement laws.

### Article 2. Governance

a. The Cooperative shall be governed by a Board of Directors whose number (which shall be a minimum of three), qualifications, and terms shall be set forth in the Cooperative’s bylaws.

b. The Board shall have all the powers necessary to effectuate the purposes of the Cooperative and shall operate in accordance with the terms of this Agreement and the bylaws, agreements, and policies adopted and amended by the Board from time to time. Proxy voting by Directors shall only be permitted if authorized by the bylaws. Although Cooperative Members are parties to this Agreement, only the Board is vested with governing authority over the Cooperative.

c. Any action of the Board may be taken without a meeting if a written consent, setting forth the action to be taken, is signed or submitted by the number of Directors as would be necessary to take such action at a meeting where Directors were present in the manner and form allowed by the bylaws.

### Article 3. Termination and Dissolution

This Agreement shall continue in full force and effect until superseded, terminated, or dissolved by the Board in accordance with the Cooperative's bylaws and governing law.

### Article 4. Fiscal Responsibility

a. No entity that joins this Agreement as a party 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 joinder to this Agreement. A payment obligation shall only arise for a party to this Agreement under the terms and provisions of a contract, agreement, or instrument which has been expressly authorized by such party.

b. Notwithstanding the foregoing, each party that joins this Agreement represents and confirms 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 5. Entire Agreement/Amendments

a. This Agreement constitutes the entire Organizational Interlocal Agreement of the National Purchasing Cooperative and supersedes any prior organizational interlocal agreement, including amendments thereto, for the Cooperative.

b. Amendment of this Agreement shall require approval of the Board.

### Article 6. Severability

If any part of this Agreement is declared invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

CERTIFICATION

The below officers of the National Purchasing Cooperative hereby execute this amended and restated Organizational Interlocal Agreement, effective November 1, 2023, on behalf of the Cooperative, as authorized by resolution of the Board of Directors on the 9<sup>th</sup> day of August, 2023.

NATIONAL PURCHASING COOPERATIVE

By: Jeffrey K. Orr  
Jeffrey K. Orr  
Board Chair

And

By: Kevin Edwards  
Kevin Edwards  
Board Secretary