

INTERGOVERNMENTAL AGREEMENT
SCHOOLS OF ILLINOIS PUBLIC COOPERATIVE (SIPC)

THIS AGREEMENT is made and entered into by and between the school districts listed on Appendix A, attached hereto and expressly incorporated herein (the "Districts"). Appendix A may be amended from time to time as new school districts join or as school districts withdraw under the provisions of this Agreement.

WITNESSETH:

WHEREAS, the Illinois Constitution of 1970, Art. 7, § 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Governmental Joint Purchasing Act, (30 ILCS 525/0.01 et seq.) provide that units of local government and school districts may contract or otherwise associate among themselves to obtain or share services or to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, each of the parties to this Agreement is a school district with the power to purchase goods and services pursuant to the authority and limitations contained in the School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the Districts wish to join together to maximize their purchasing power and to preserve governmental resources by taking advantage of the reduced costs of goods and services associated with economies of scale as well as to conduct any and all other lawful activities that will benefit and improve the operational efficiency of the Districts.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the Districts agree as follows:

1. Establishment and Purposes.

a. The Districts hereby establish an intergovernmental joint purchasing cooperative in accordance with the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, and the Governmental Joint Purchasing Act.

b. The intergovernmental joint purchasing cooperative established by the Districts shall be known as the Schools of Illinois Public Cooperative or SIPC (the "Cooperative").

c. The purpose of this Agreement is to:

(1) maximize the purchasing power of the Districts by utilizing economies of scale to reduce the cost of goods and services purchased by the Districts; and

(2) conduct all other lawful activities that will benefit and improve the operational efficiency of the Districts, thereby preserving public resources and promoting the cost-effective delivery of public services.

2. Governing Board and Officers.

a. Each District authorizing and executing this Agreement shall be a member of the Cooperative. The rights and privileges of membership shall be those defined by the Governing Board from time to time. Unless otherwise provided by a District, the representative from each member District shall be the District's superintendent.

b. There is created a Governing Board. The minimum number of members of the Governing Board shall be five (5) and the maximum number of members shall be seven (7). The initial members of the Governing Board shall be:

Kenneth Roiland, Director of Buildings and Grounds

Woodstock Community Unit School District 200

Mark Doan, Superintendent
Effingham Unit School District 40

Dan Cox, Superintendent
Staunton Community Unit School District 6

Tony Rossi, Executive Director for Facilities and Operations
Community Consolidated School District 59

Lindsey Hall, Superintendent
Mahomet-Seymour Community Unit School District 3

Each member of the Governing Board shall serve until a successor is elected and seated. Whenever a vacancy occurs on the Governing Board through resignation or otherwise, the vacancy shall be filled through an election by the remaining members of the Governing Board. Candidates for membership on the Governing Board shall be selected from among the representatives of the member Districts and presented to the Governing Board for election at a duly scheduled meeting.

c. No representative to the Governing Board shall receive any compensation, remuneration, or other payment for services on the Governing Board, except that expenses incurred at the direction of the Governing Board shall be reimbursed. Each representative to the Governing Board shall be indemnified and held harmless by the Cooperative for claims by third parties arising out of the discharge of his or her duties on the Governing Board. The Governing Board is empowered to perform all lawful acts necessary to accomplish the purposes of the Cooperative.

d. A simple majority of the members of the Governing Board shall constitute a quorum. Action by a majority of a quorum of members voting shall constitute an action of the Governing Board, unless another voting requirement is required by law for a specific action. The Governing Board shall adopt further rules and procedures as necessary for the functioning of the Cooperative. The Governing Board shall meet as frequently as necessary and as the Chairperson shall direct, but in no case less than once per year.

e. The Governing Board shall appoint one of its members as Chairperson. Under the oversight of the Governing Board, the Chairperson shall be responsible for the operations of the Cooperative. The principal office of the Cooperative shall be the Chairperson's business address.

f. The Governing Board shall appoint one of its members as Secretary. The Secretary shall prepare minutes of each meeting and shall send draft minutes to each member of the Governing Board not later than seven days after each meeting.

g. The Governing Board shall comply with the provisions of the *Open Meetings Act*, 5 ILCS 120/1 *et seq.*, and the *Freedom of Information Act*, 5 ILCS 140/1 *et seq.* All FOIA requests shall be directed to the District 47 FOIA Officer.

3. Funding

The Cooperative shall not require funding from member Districts, and member Districts shall not be required to appropriate any funds as a condition of membership in the Cooperative. All funding for the Cooperative shall come from either the explicit terms of the joint purchasing contracts into which the Cooperative enters or from the initiatives and services offered by the Cooperative for a fee.

4. Handling and Accounting of Funds.

a. The Chairperson shall be responsible for handling the financial matters of the Cooperative. This responsibility includes, without limitation, opening and maintaining a bank account for the exclusive use of the

Cooperative, receiving funds on behalf of the Cooperative and depositing those funds into the Cooperative's bank account, paying the expenses of the Cooperative from the Cooperative's bank account with the prior approval of the Governing Board, and conducting all other financial transactions of the Cooperative as directed by the Governing Board. All checks, drafts, or other orders for payment of money and all notes or other evidence of indebtedness issued in the name of the Cooperative must be signed by the Chairperson.

b. On a quarterly basis, the Chairperson shall forward to each member of the Governing Board a report of all financial activity and expenditures of the Cooperative. The audited annual financial report of the Cooperative shall be sent to each member of the Cooperative upon its completion.

c. The fiscal year of the Cooperative shall be the twelve-month period ending June 30 of each year. The Chairperson shall annually prepare and submit to the Governing Board an audited report of the financial affairs of the Cooperative, compiled by a certified public accountant in accordance with generally accepted auditing principles as of June 30 of each year.

5. Amendment of Agreement.

An amendment of this Agreement shall take effect upon its approval by the boards of education of two-thirds of the Districts then parties to the Agreement.

6. Withdrawal.

a. Any party to this Agreement shall have the right to withdraw from the Agreement, as described in this section. The board of education of the withdrawing District shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of its resolution, and shall send a certified copy of said resolution to the Chairperson not less than thirty (30) days before the effective date of withdrawal.

b. Withdrawal by any District shall not result in the discharge of any legal or financial liability incurred by such party before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing party.

7. Duration of Intergovernmental Agreement.

This Agreement shall remain in full force and effect indefinitely until the occurrence of either of the following events:

- a) All Districts have withdrawn; or
- b) All remaining Districts mutually agree to terminate this Agreement by joint resolution passed by the boards of education of the Districts.

The termination of this Agreement shall not discharge any liability incurred by the Districts who are parties to this Agreement. After the effective date of termination, the Governing Board shall continue to exist for the limited purpose of discharging the debts and liabilities incurred pursuant this Agreement until the debts and liabilities have been fully discharged.

8. Dissolution.

Upon dissolution of the Cooperative, and after the complete discharge of all debts and liabilities incurred pursuant to this Agreement, the Governing Board shall distribute to each member District that District's pro rata share of the remaining assets of the Cooperative. Each member District's pro rata share shall be determined by taking the amount of money spent by that District on the Cooperative's contracts during the prior fiscal year divided by the total amount of money spent by all member Districts on the Cooperative's contracts during the prior fiscal year.

9. Counterparts.

This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

10. Severability.

In the event any provision or portions of this Agreement shall be declared unlawful or unconstitutional, or the applicability thereof to a member District is held invalid by a court of law, the constitutionality, applicability, or validity of the remainder of this Agreement shall not be affected thereby. This Agreement is to be construed pursuant to the laws of the State of Illinois.

11. Entire Agreement.

This Agreement constitutes the entire agreement between the member Districts with respect to the subject matter hereof and no prior agreement or understanding regarding any such matter shall be effective for any purpose upon the Effective Date of this Agreement.

12. Effective Date.

This Agreement shall become effective upon the authorization and execution of this Agreement by the boards of education of five or more school districts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and approved by the proper agent of each of the parties on the dates written below.

District Name	District #

By:	

Board Representative Signature / Title	Email Address
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By:	

Board Representative Signature / Title	Email Address
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___ / ___ / ___ **Date**

EXHIBIT A



MEMBER CONTACT FORM

DISTRICT NAME

DISTRICT #

**Intergovernmental Agreement
ACCEPTED BY / TITLE :**

SIGNATURE:

DISTRICT SIPC CONTACT NAME:

DISTRICT SIPC CONTACT TITLE:

DISTRICT SIPC CONTACT ADDRESS:

DISTRICT SIPC CONTACT EMAIL:

DISTRICT SIPC CONTACT PHONE #:

SCHOOLS OF ILLINOIS PUBLIC COOPERATIVE

P.O. BOX 3951 CARONDALE, IL 62902

EXHIBIT C

Master Agreement SIPC-RFP-1214

Whereas, after competitive bidding and selection process, Interline Brands (dba Supplyworks) (now HomeDepot) was awarded and has entered into Master Agreement SIPC-RFP-1214 with the Schools of Illinois Public Cooperative (SIPC) to provide building maintenance supplies, training, and professional services including In-Site for EducatiOn.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That the procurement of Products & Equipment subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices
2. That the cooperative use of a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law. Procuring party agrees to purchase their custodial supplies and equipment through SIPC contracted supplier Supplyworks. Procuring party has access and permission to use InSite for Ed Program including the program's management solutions & training materials. Procuring party may withdraw from the Cooperative at any time. Such member shall return all InSite for Ed material.
3. That the procuring party will make timely payments to Supplyworks for Products & Equipment received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products & Equipment ordered by the procuring party shall be the exclusive obligation of such procuring party.

EXHIBIT B
Member School Districts
2019 YTD

District Name	District Name	District Name
Abingdon-Avon CUSD 276	Fieldcrest CUSD 6	Northern Suburban Spec Ed Dist
Akin CCSD 91	Forrestville Valley CUSD 221	Norwood ESD 63
All Saints Academy	Fox Lake GSD 114	Oak Grove SD 68
AIWood CUSD 225	Fox River Grove Cons SD 3	Oak Lawn-Hometown SD 123
Amboy CUSD 272	Frankfort CUSD 168	Oakdale CCSD 1
Anna CCSD 37	Freeburg CHSD 77	Odin PSD 722
Anna Jonesboro CHSD 81	Galatia CUSD 1	Oregon CUSD 220
Aptakisic-Tripp CCSD 102	Galesburg CUSD 205	Ottawa Twp HSD 140
Arlington Heights SD 25	Gallatin CUSD 7	Our Lady Mt Carmel School
Arthur CUSD 305	Giant City CCSD 130	Palatine CCSD 15
Ashley CCSD 15	Gibson City-Melvin-Sibley CUSD 5	La Grange SD 102
Ashton-Franklin Center CUSD 275	Glencoe SD 35	La Salle/Marshall/Putnam ROE
Barrington CUSD 220	Goreville CUD 1	Peoria Christian School
Beecher City CUSD 20	Grand Prairie CCSD 6	Peotone CUSD207U
Belleville SD 118	Grant CHSD 124	Pinckneyville SD 50
Belleville Twp HSD 201	Grayslake CCSD 46	Plainfield SD 202
Belvidere CUSD 100	Grayville CUSD 1	Pontiac CCSD 429
Bement CUSD 5	Hamilton Co CUSD 10	Pope Co CUD 1
Benton CCSD 47	Hancck/Fultn/Schuylr/McDonogh ROE	Princeton ESD 115
Benton Cons HSD 103	Harlem UD 122	Princeton HSD 500
Bethel SD 82	Harrisburg CUSD 3	Princeville CUSD 326
Bloomington SD 87	Hazel Crest SD 152-5	Putnam County CUSD 535
Blue Ridge CUSD 18	Henry-Senachwine CUSD 5	R O W V A CUSD 208
Bluford Unit School District 318	Herrin CUSD 4	Rhodes SD 84-5
Bradford CUSD 1	Herscher CUSD 2	Richland County CUSD 1
Brehm Preparatory School	Hiawatha CUSD 426	Ridgeview CUSD 19
Brimfield CUSD 309	Hinckley Big Rock CUSD 429	River Grove SD 85-5
Brookfield Lagrange Park SD 95	Hononegah CHD 207	River Ridge CUSD 210
Buncombe Cons SD 43	Illini Bluffs CUSD 327	River Trails SD 26
Bunker Hill CUSD 8	Illini Central CUSD 189	Robinson CUSD 2
Bureau Valley CUSD 340	Indian Creek CUSD 425	Rochelle Twp HSD 212
Bureau Valley South	Illinois Valley Central USD 321	Rock Falls ESD 13
Canton Union SD 66	Iroquois County CUSD 9	Rock Falls Twp HSD 301
Carbondale CHSD 165	Irvington CCSD 11	Rock Island SD 41
Carbondale ESD 95	J S Morton HSD 201	Rockridge CUSD 300
Carlinville CUSD 1	Jasper CCSD 17	Rome CCSD 2
Carlyle CUSD 1	Jasper County CUD 1	Rondout SD 72
Carmi-White County CUSD 5	Johnston City CUSD 1	Round Lake CUSD 116
Carrier Mills-Stonefort CUSD 2	Jonesboro SD 43	Salem CHSD 600
Carterville CUSD 5	Joppa-Maple Grove UD 38	SEDOL Sector Programs
CCSD 204	Kankakee SD 111	Sherrard CUSD 200
Central CUSD 301	Kaskaskia Spec Educ District	Skokie SD 68

District Name	District Name	District Name
Central CUSD 4	Knoxville CUSD 202	Skokie SD 69
Century CUSD 100	Fenton CHSD 100	Sparta CUSD 140
Charleston CUSD 1	Lake Villa CCSD 41	Southwestern CUSD 9
Chester CUSD 139	Lemont-Bromberek CSD 113A	Spring Garden CCSD 178
Christopher USD 99	LeRoy CUSD 2	St Bruno
CHSD 128	Libertyville SD 70	St Clair ROE Special Education
Clinton CUSD 15	Lick Creek CCSD 16	St Joseph CCSD 169
Colona SD 190.	Limestone Walters CCSD 316	St Mark
Comm Cons SD 59	Litchfield CUSD 12	Stark County CUSD 100
Coulterville USD 1	Mahomet-Seymour CUSD 3	Staunton CUSD 6
County of Union Sch Dist No43	Mannheim SD 83	Sterling CUSD 5
Crab Orchard CUSD 3	Marion CUSD 2	Streator ESD 44
Cypress SD 64	Mascoutah CUD 19	Paw Paw CUSD 271
Delavan CUSD 703	Massac UD 1	Paxton-Buckley-Loda CUD 10
DeSoto Cons SD 86	Mendota Twp HSD 280	Sullivan CUSD 300
Dixon USD 170	Mercer County School District 404	Summersville SD 79
Dongola USD 66	Midland CUSD 7	Thompsonville CUSD 174
Donovan CUSD 3	Millburn CCSD 24	Tolono CUSD 7
Du Quoin CUSD 300	Monmouth-Roseville CUSD 238	Trico CUSD 176
Dunlap CUSD 323	Monroe SD 70	Tri-County Center
DuPage HSD 88	Montmorency CCSD 145	Twp HSD 113
Dupo CUSD 196	Morrisonville CUSD 1	United CUSD 304
East Coloma - Nelson CESD 20	Morton CUSD 709	Vienna SD 55
Edinburg ECUSD 4	Mount Olive CUSD 5	Wabash & Ohio Valley Sp Ed Dist
Edwards County CUSD 1	Mount Vernon SD 80	Wabash CUSD 348
Effingham CUSD 40	Murphysboro CUSD 186	Waltonville CUSD 1
Eldorado CUSD 4	New Hope CCSD 6	Wauconda CUSD 118
Elmhurst SD 205	Niles ESD 71	Wayne City CUSD 100
Elverado CUSD 196	Nokomis CUSD 22	Wesclin CUSD 3
Emmons SD 33	Norris City-Omaha-Enfield CUSD 3	West Northfield SD 31
Ewing Northern CCSD 115	North Shore SD 112	Wethersfield CUSD 230
Fairfield Comm H S Dist 225	North Wamac SD 186	Will County SD 92
Fairfield PSD 112	North Wayne CUSD 200	Willow Grove SD 46
Farmington Central CUSD 265	Northbrook ESD 27	Wilmette SD 39
		Winnetka SD 36
		Woodlawn Unit School District 209
		Woodstock CUSD 200
		Zeigler-Royalton CUSD 188