

SAPA MEMBER NJPA PROGRAM AGREEMENT

This SAPA Member NJPA Program Agreement (“Program Agreement”) by and between City of Gulf Shores (“Buyer”) and **Staples Contract & Commercial, Inc.**, operating as Staples Business Advantage (“Staples”) is made effective as of 7/17/17 (the Program Agreement Effective Date) and is attached to and governed by the NJPA Agreement(s) specifically marked and identified in Section 3.2 below (“NJPA Agreement(s)”) between Staples and NJPA. Buyer and Staples are collectively referred to herein as the “Parties”. All capitalized terms used herein shall have the meaning assigned to them in the NJPA Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of NJPA (as defined below), and Staples desire to enter into this Program Agreement pursuant to which Buyer may participate in the NJPA Program to purchase Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Previous Program Agreement(s). The Parties acknowledge and agree that this Program Agreement shall replace and supersede any previous Program Agreement including any amendments attached thereto as of the Program Agreement Effective Date set forth in paragraph 1 above.

2.0 Term. The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the NJPA Agreement, or (ii) the date at which Buyer ceases to be a Member of NJPA (“Program Agreement Term”). In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

3.0 Definitions.

3.1 **NJPA.** The National Joint Powers Alliance® (NJPA) is public agency serving as a national government/education contracting agency. NJPA was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

3.2 **NJPA Program.** The specific program(s) checked below:

Supplies Program. Office, school, and other workplace-related supplies and services offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES pursuant to RFP award #010615-SCC as amended from time to time or any future equivalent IFB/RFP for office supplies awarded to Staples.

Furniture Program. Furniture with related accessories and services offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of FURNITURE WITH RELATED ACCESSORIES

AND SERVICES pursuant to RFP award #031715-SCC as amended from time to time or any future equivalent IFB/RFP for furniture awarded to Staples.

Janitorial Program. Janitorial supplies and related custodial products offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of JANITORIAL SUPPLIES AND RELATED CUSTODIAL PRODUCTS pursuant to RFP award #110415-SCC as amended from time to time or any future equivalent IFB/RFP for janitorial supplies awarded to Staples.

3.3 **Products.** All items included in the NJPA Program that Buyer purchases or may purchase from Staples Advantage.

4.0 Buyer Representations and Warranties. Buyer hereby represents and warrants that:

4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the NJPA Program pursuant to Minnesota Statute 123a.21;

4.2 it is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;

4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and

4.4 as a member of NJPA, Buyer may participate in the NJPA Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this Program Agreement

5.0 Prices. Prices for Products are available at the time of purchase on www.StaplesAdvantage.com or as otherwise provided by the NJPA Program.

6.0 Rebates.

6.1 Staples will pay Buyer the standard annual NJPA volume rebates as provided by the NJPA Program. Notwithstanding anything to the contrary, the NJPA volume rebate shall be calculated based on the aggregate Net Sales of all purchases by a “Buyer” under a SAPA Member NJPA Program Agreement, with each such Buyer thereunder receiving a proportionate share of the NJPA volume rebate commensurate with such Buyer’s Net Sales under its respective SAPA Member NJPA Program Agreement. For purposes of this Section and calculation of achievement of the NJPA volume rebate, Net Sales of each SAPA purchaser shall be aggregated during the period of July 1st to June 30th during each year of the Term.

6.2 Payment of all discounts, incentives and/or rebates paid hereunder is contingent upon Buyer paying all invoices within the agreed-upon payment terms.

7.0 Conflict. In the event of conflict between this Program Agreement and the NJPA Agreement, the terms and conditions of this Program Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

City of Gulf Shores

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____

Address for Notices:

City of Gulf Shores _____

Post Office Box 228 _____

Gulf Shores, Alabama 36547 _____

ATTN: Procurement Division _____

Telephone: (251) 968-1443 _____

Facsimile: (251) 968-1442 _____

Email: tsmith@gulfshoresal.gov _____

STAPLES CONTRACT & COMMERCIAL, INC.

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____

Address for Notices:

Staples Contract & Commercial, Inc.

500 Staples Drive

Framingham, MA 01702

ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

with a copy to: General Counsel (Ref: _____)