

**SOURCEWELL PARTICIPATING AGREEMENT**

This Sourcewell Participating Agreement ("Participating Agreement") by and between **Navarro County** ("Buyer") and **Staples Contract & Commercial LLC**, ("Staples") is made effective as of **October 1, 2020** (the Participating Agreement Effective Date) and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below ("Sourcewell Agreement(s)") between Staples and Sourcewell. 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 Sourcewell Agreement unless otherwise defined herein.

**WHEREAS**, Buyer, a member of Sourcewell (as defined below), and Staples desire to enter into this Participating Agreement pursuant to which Buyer may participate in the Sourcewell 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 Participating Agreement(s).** The Parties acknowledge and agree that this Participating Agreement shall replace and supersede any previous Participating Agreement including any amendments attached thereto as of the Participating Agreement Effective Date set forth in paragraph 1 above.

**2.0 Term.** The term of this Participating Agreement with respect to Buyer shall commence on the Participating Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell ("Participating Agreement Term"). In the event that the Participating 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 **Sourcewell.** The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. Sourcewell 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 **Sourcewell Program.** The specific program(s) checked below:

**Supplies Program.** Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE SUPPLY CATALOG SOLUTIONS pursuant to RFP award #012320-SCC as amended from time to time.

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

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ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC as amended from time.

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

3.4 **Purchase Orders.** Unless otherwise agreed by the parties in writing, all purchase orders issued by Member during the Term of this Participating Agreement shall be governed only by the terms and conditions of this Participating Agreement notwithstanding any preprinted language on Member's purchase order or Staples' acknowledgement thereof.

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 Sourcewell Program pursuant to Minnesota Statute 123a.21;

4.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Participating 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 Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Participating Agreement

5.0 **Prices.** Prices for Products are available at the time of purchase on [www.StaplesAdvantage.com](http://www.StaplesAdvantage.com) or as otherwise provided by the Sourcewell Program.

6.0 **Rebates.**

6.1 Staples will pay Buyer the standard annual Sourcewell volume rebate for purchases made under the Sourcewell Furniture Program #121919-SCC as provided by the Sourcewell Furniture Program #121919-SCC.

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 Participating Agreement and the Sourcewell Agreement, the terms and conditions of this Participating Agreement shall control.

8.0 **Termination.** Either Party may terminate this Participating Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature page follows.]

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

NAVARRO COUNTY, TX

STAPLES CONTRACT & COMMERCIAL LLC

By its authorized agent:

By its authorized agent:

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Signature)

Name: H. M. DAVENPORT, Jr.

Name: \_\_\_\_\_

Title: NAVARRO County Judge

Title: \_\_\_\_\_

Date: 9-28-2020

Date: \_\_\_\_\_

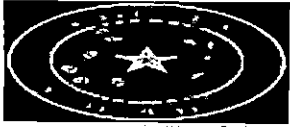
**Address for Notices:**

**Address for Notices:**

Navarro County  
300 West 3<sup>rd</sup> Avenue, Suite 4  
Corsicana, TX. 75110  
ATTN: Lisa Clay  
Telephone: 903-654-3095  
Facsimile: \_\_\_\_\_  
Email: lclay@navarrocounty.org

Staples Contract & Commercial LLC  
500 Staples Drive  
Framingham, MA 01702  
ATTN: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to: General Counsel (Ref: \_\_\_\_\_ )



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Natalie Robinson <nrobinson@navarrocounty.org>

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## Agreement

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Paul Fulbright <pfulbright@navarrocounty.org>  
To: Natalie Robinson <nrobinson@navarrocounty.org>

Fri, Sep 18, 2020 at 10:11 AM

Ms. Robinson,

I reviewed the Sourcewell Participating agreement with Staples.  
The contract contains an option for Navarro County to terminate the agreement on 30 days written notice.  
The language of the agreement is acceptable.

Paul E. Fulbright  
Asst. Dist. Atty.



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