

## **Amendment to Standard Affiliation**

This Amendment to Standard Affiliation (this "Agreement") is made as of this 1st day of April, 2015 by and between W.W. Grainger, Inc. ("Grainger") and North Central EMS Corporation ("Enhanced Participant")

### **WITNESSETH**

Whereas, the Enhanced Participant has executed a Standard Participation Form online in order to participate in the National Intergovernmental Purchasing Alliance ("NIPA"); and

Whereas, the Enhanced Participant has determined that it wishes to purchase products from Grainger under that certain Master Agreement No. 141003, awarded October 7, 2014, by the City of Tucson, Arizona, and as the same may have been previously or be thereafter amended (collectively, the "Master Agreement"); and

Whereas, Grainger has determined through the use of its sole discretion that either the prior purchasing history between Grainger and the Enhanced Participant is of such magnitude that it would be in Grainger's best interests to make continuing sales to the Enhanced Participant under the Master Agreement or the Enhanced Participant has indicated its non-binding but good faith intention to purchase a significant volume of product from Grainger under the Master Agreement in the ensuing years during which the Agreement is in force; and

Whereas, the Enhanced Participant has requested a further inducement to make such purchases that is not otherwise available to it as a Standard Participant unless Grainger grants the Enhanced Participant such Participant status;

**NOW THEREFORE, GRAINGER AND THE ENHANCED PARTICIPANT HEREBY AGREE AS FOLLOWS:**

1. **Enhanced Participant Status.** Grainger hereby designates Enhanced Participant as having such "Enhanced Participant" status, effective on the first day of the calendar month following the date indicated below that the second of the two parties hereto signed this Agreement. Such status shall be subject to renewal, effective each successive January 1, such renewal to be granted by Grainger in its sole discretion and exercised after a review of the purchasing history of Grainger products by the Enhanced Participant under the Master Agreement since the prior January 1 and any commitment the Enhanced Participant may make regarding future contract years. Once granted by Grainger, Enhanced Participant Plus status cannot be revoked for the remainder of the applicable January 1-December 31 period.

The following are concurrent requisites for Enhanced Participant status:

- A. Online completion by Enhanced Participant of a Standard Participation Form in order to participate in the Master Agreement; and
  - B. Execution by Enhanced Participant and Grainger of this Amendment; and
2. Enhanced Participant Rebate. Grainger hereby acknowledges that it shall make payment of the "Enhanced Rebate" (as defined below) directly to the Enhanced Participant within forty five days of the close of each calendar quarter of the Contract Year during which the Enhanced Participant held such status.

The "Enhanced Rebate" shall mean an amount equivalent to One Percent (1%) of all Qualifying Purchases (as defined below) made directly from Grainger during the subject calendar quarter of the Contract Year. "Qualifying Purchases" shall mean those purchases of Product made by an eligible buyer pursuant to the terms of the Master Agreement.

3. Growth Incentive. Grainger hereby acknowledges that it shall make payment of the "Growth Incentive" (as defined below), if earned, directly to the Enhanced Participant within forty five days of the close of each Contract Year during which the Enhanced Participant held such status.

The "Growth Incentive" shall mean an amount equivalent to One Percent (1%) of all Qualifying Purchases made directly from Grainger during the previous Contract Year when the Contract Year-over-year increase is above Ten Percent (10%) of prior Contract Year's purchase volume.

Growth for any Enhanced Participant affiliates that are transitioned to Enhanced Participant status during a Contract Year shall be calculated utilizing only that purchase volume actually achieved after such transition.

Enhanced Participant shall not be eligible for any additional incentive or rebate attributable to year-over-year purchase volume increase.

4. E-Commerce Incentive. Grainger hereby acknowledges that it shall make payment of the "E-Commerce Incentive" (as defined below), if earned, directly to the Enhanced Participant within forty five days of the close of each quarter of each Contract Year during which the Enhanced Participant held such status.

The "E-Commerce Incentive" shall mean an amount equivalent to Half of One Percent (0.5%) of all purchases made directly from Grainger via an e-commerce procurement vehicle (e.g., Grainger's web site, SciQuest, ESM, Ariba, etc.) during the previous quarter of the Contract Year.

5. Capitalized Terms. Except as defined in this Amendment, all capitalized terms shall have their respective meanings as ascribed to them by the Master Agreement.

**AGREED AND ACCEPTED AS OF THE DATE SET FORTH BELOW:**

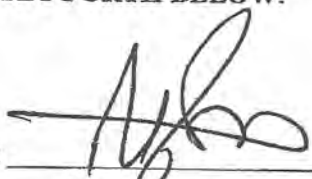
**W.W. GRAINGER, INC.**

BY: Michael Sampson

NAME: Michael Sampson

TITLE: Se. Corp Sales Manager

DATE: 4/1/15

BY: 

NAME: Mickey Schulte

TITLE: Executive Director

DATE: 4/1/15