

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Wise County (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name
By [Signature]
its County Judge
TITLE
5-31-18
DATE

Sourcewell
[Signature]
Director/CEO
TITLE
6/7/18
DATE

Rev 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Wise County
Address* PO Box 952
City Decatur
State/Province Code TX ZIP code* 76234
Country USA
Employer Identification Number 75 6001203
Website www.co.wise.tx.us
Contact person* (First, Last) Diana Allen
Job Title* Asset Manager
Job Role* Purchasing
E-mail* diana.allen@co.wise.tx.us
Phone* 940-627-3312

Organization Type:

Government

- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

58835

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Fraternal
- Other

REFERRED BY

- Advertisement _____
- Colleague/Friend _____
- Vendor representative _____
- Conference/Trade show _____
- Sourcewell website _____
- Other NPA member _____

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479
877-585-9706 Membership@sourcewell-mn.gov

**Denotes required information*