

COOPERATIVE PURCHASING ENROLLMENT AGREEMENT  
PARTICIPATING MEMBER



NATIONAL JOINT POWERS ALLIANCE  
COOPERATIVE PURCHASING ENROLLMENT AGREEMENT

This Agreement, made effective on the date hereof, by and between National Joint Powers Alliance® (hereinafter referred to as "NJPA") and UPSHUR COUNTY (hereinafter referred to as the "Participating Member").

Agreement

1. NJPA, a public entity created by Minnesota Statute 123A.21, has followed procurement procedures for products and/or services offered by this Agreement in accordance with Minnesota Statute §471.345. NJPA is permitted to engage in cooperative purchasing pursuant to Minnesota Statute 123A.21, subd. 7(23).
2. It is the sole responsibility of each Participating Member to follow their 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. NJPA makes their cooperative purchasing contracts available to Participating 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 Participating Member. Participating Members are permitted to negotiate and agree to additional terms and conditions with NJPA Vendors directly.
4. Each party agrees that it is 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 Governmental Unit 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 Governmental Unit placing the order.
5. The use of each contract by the Participating Member will adhere to the terms and conditions of the NJPA Contract.
6. Any dispute which may arise between the Participating Member and the NJPA Vendor are to be resolved between the Participating Member and the NJPA Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between NJPA and the Participating 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:

By [Signature]  
AUTHORIZED SIGNATURE

National Joint Powers Alliance®

[Signature]  
AUTHORIZED SIGNATURE

Its Upshur County Judge  
TITLE

\_\_\_\_\_  
TITLE

10/14/16  
DATE

\_\_\_\_\_  
DATE

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 OCT 14 AM 10:35  
UPSHUR COUNTY, TX.  
DEPUTY

**COOPERATIVE PURCHASING ENROLLMENT AGREEMENT  
PARTICIPATING MEMBER**



**ORGANIZATION INFORMATION (\*\* Required Information)**

Applicant Name: \*\* Upshur County  
Address: \*\* P.O. Box 730  
City, State, Zip \*\* Gilmer, Texas 75644  
Federal ID Number: 75-6001187  
Contact Person: \*\* Brandy Lee  
Title: \*\* Upshur County Auditor  
E-mail: \*\* upshurauditor@yahoo.com  
Phone: (903) 843-4001  
Website: www.countyofupshur.com

Please indicate an address to which your Membership materials may be delivered.

Thank you.

**APPLICANT ORGANIZATION TYPE(Required):**

- Public or non-profit K-12
- Government or Municipality (please specify: County Government)
- Public or non-profit Higher Education
- Other (please specify: \_\_\_\_\_)

**I WAS REFERRED BY: (please specify)**

- Advertisement \_\_\_\_\_
- Current NJPA Member \_\_\_\_\_
- Vendor Representative Tyler Technologies
- Trade Show \_\_\_\_\_
- NJPA Website \_\_\_\_\_
- Other \_\_\_\_\_

**Completed applications may be returned to:**

National Joint Powers Alliance ®  
202 12<sup>TH</sup> Street NE  
Staples, MN 56479

Duff Erholtz  
Phone 218-894-5490  
Fax 218-894-3045  
E-mail duff.erholtz@njpacoop.org

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2016 OCT 14 AM 10:35  
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