

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

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 INFORMATION**

Indicate an address to which correspondence may be delivered.

Organization Name* Burnet County, Texas

Address* 133 E. Jackson

City Burnet

State/Province Code TX ZIP code* 78611

Country USA

Employer Identification Number 74-6000454

Website burnetcountytexas.org

Contact person* (First, Last) Karin Smith

Job Title* County Auditor

Job Role* Financial

E-mail* ksmith@burnetcountytexas.org

Phone* 512-756-5466

Organization Type:**Government**

- ☐ Federal
- ☐ State
- ☒ County
- ☐ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

*Please see attached
for additional contact
information.*

Education

- ☐ Pre-K
- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed



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

- ☐ Church
- ☐ Medical Facility
- ☐ Other

REFERRED BY

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Vendor Representative
- ☐ Conference/Trade Show _____
- ☐ Search Engine/Web Search

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*

ADDITIONAL CONTACT INFORMATION FOR AGREEMENT BETWEEN SOURCEWELL AND BURNET COUNTY,
TEXAS

Cindy Dalrymple
Burnet County Auditor's Office
Purchasing Assistant
512-715-5295

Carole Poppema
Burnet County Auditor's Office
Assistant Auditor
512-756-5412

Attachment to agreement dated January 28, 2020