

**NATIONAL JOINT POWERS ALLIANCE®**  
**PARTICIPATING MEMBERSHIP AGREEMENT**

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

**Agreement**

1. NJPA, 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. NJPA is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 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 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 Participating 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 Participating Member 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 Vendor are to be resolved between the Participating Member and the 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.

The Parties have executed this Agreement effective the date hereof.

**Collin County Community College District**

**National Joint Powers Alliance®**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Its AVP Controller/Student Financial Services  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**PARTICIPATING MEMBER INFORMATION**

Indicate an address to which correspondence may be delivered.

Name\* Collin County Community College District

Address\* 3452 Spur 399, Ste. 367

City, State, ZIP code\* McKinney, TX 75069

Employer Identification Number \_\_\_\_\_

Contact person\* Cindy White

Title\* Director of Purchasing

E-mail\* [clwhite@collin.edu](mailto:clwhite@collin.edu)

Phone\* 972-758-3871

Website [www.collin.edu](http://www.collin.edu)

**ORGANIZATION TYPE\***

- K-12 (Public or non-profit)
- Government or municipality (Specify: \_\_\_\_\_)
- Higher education (Public or non-profit)
- Other (Specify: \_\_\_\_\_)

**REFERRED BY**

- Advertisement \_\_\_\_\_
- Current NJPA member \_\_\_\_\_
- Vendor representative \_\_\_\_\_
- Trade show \_\_\_\_\_
- NJPA website \_\_\_\_\_
- Other \_\_\_\_\_

**Return completed agreement 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](mailto:duff.erholtz@njpacoop.org)

*\*Denotes required information*