



**Joinder Use Contract
Contract # CBE 605937-21**

**Title: Utilization of Sourcewell Contract No. 122017-TYM TYMCO Street Sweeper
Equipment with Related Accessories, Supplies, and Services**

This Contract is made and entered into this _____ day of _____, 2021, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and TYMCO, Inc. (herein referred to as "CONTRACTOR"),

Whereas, (i) CONTRACTOR and State of Minnesota (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 122017-TYM dated February 20, 2018 which provides for TYMCO Street Sweeper Equipment with Related Accessories, Supplies and Services (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and CONTRACTOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following: n/a
2. As required pursuant to NRS 332.195, CONTRACTOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.
3. The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.
4. The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, and bid or negotiate a new contract at any time during the term of this Contract.
5. Any change or modification to the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

COUNTY
Clark County
Attention: Purchasing and Contracts Division
500 South Grand Central Parkway
Fourth Floor
Las Vegas, Nevada 89155-1217
Fax #: (702) 386-4914


CONTRACTOR
TYMCO, Inc.
225 E Industrial Blvd
Waco, TX 76705

7. Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

COUNTY:

By: _____ Date: _____
Print Name: JESSICA COLVIN Title: Chief Financial Officer

CONTRACTOR:

Name: TYMCO, Inc. Phone: 254-799-5546
Address: 225 E Industrial Blvd
Waco, TX 76705 Fax: 254-799-2722
Authorized Representative:  Date: August 4, 2021
Print Name: Kenneth J. Young Title: President