

RESOLUTION NO. 30-22  
CITY OF CENTERVILLE, OHIO

4<sup>th</sup> SPONSORED BY COUNCILMEMBER Duke Lunsford ON THE  
DAY OF April, 2022.

A RESOLUTION AUTHORIZING THE CITY'S MEMBERSHIP IN THE EQUALIS GROUP TO ALLOW THE CITY OF CENTERVILLE TO UTILIZE THE EQUALIS GROUP'S PROCUREMENT AND CONTRACTING PROCESSES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASE AGREEMENT WITH EQUALIS GROUP LLC IN ORDER TO PARTICIPATE IN COOPERATIVE PURCHASING OF PRODUCTS AND SERVICES.

WHEREAS, the Equalis Group is an innovative cooperative purchasing organization that uses the lead agency model for competitively bid contracts; and

WHEREAS, through public sector procurement guidelines, the Equalis Group establishes already-procured, competitively solicited contracts with suppliers of products and services; and

WHEREAS, the City of Centerville can join Equalis Group and purchase directly from the suppliers to whom contracts have been awarded; and

WHEREAS, Equalis Group has had a number of contracts that involve facilities: HVAC and building solutions, roofing, generators, paving, etc.; and

WHEREAS, it is encouraged for local governments to utilize such memberships in such groups to allow easier access to already bid products and services; and

WHEREAS, the City of Centerville desires to become a member of the Equalis Group to have access to products and services that were competitively bid.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1. That City Council hereby authorizes the City to become a member of the Equalis Group in order to allow the City to procure products and services competitively bid and offered to members of the Equalis Group.

Section 2. That the City Manager is hereby authorized to take all necessary steps to facilitate the City becoming a member of the Equalis Group, including but not limited to executing the online registration form, which subjects

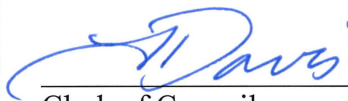
the City to the Master Intergovernmental Cooperative Purchase Agreement with Equalis Group LLC in the form attached hereto as Exhibit "A".

Section 3. That this resolution shall take effect at the earliest date allowed by law.

PASSED THIS 4<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 30-22, passed by the Council of the City of Centerville, Ohio on the 4<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney



## Exhibit "A"

### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration). You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to [membership@equalisgroup.org](mailto:membership@equalisgroup.org).

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

**IN WITNESS WHEREOF**, I hereby acknowledge, on behalf of \_\_\_\_\_, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: \_\_\_\_\_