

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 098

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING AND SUPPLEMENTING
ORDINANCE NO. 2010-075 TO AUTHORIZE THE
MAYOR'S EXECUTION OF A SOURCING ALLIANCE
NETWORK MEMBERSHIP AGREEMENT FOR
CONTINUED PARTICIPATION IN GROUP PURCHASING
SUPPLEMENTARY TO THE CITY'S ORIGINAL
AGREEMENT WITH THE SOURCING OFFICE, A
COUNCIL OF GOVERNMENTS, AND DECLARING AN
EMERGENCY.**

WHEREAS, through passage of Ordinance No. 2010-075, the City, among other things, had authorized execution of an Affiliate Cooperative Purchasing Agreement with the Sourcing Office, a Council of Governments, in order to participate in certain group purchasing, as permitted under State law, for services such as purchase of electricity supply and as further authorized in Ordinance Nos. 2013-251 and 2013-252; and

WHEREAS, recently the City has been notified of a transition and assignment of procurement/group purchasing from the Sourcing Office to another related council of governments that now will operate as the "Sourcing Alliance" for such group purchasing purposes, all as outlined in the Memo attached hereto as Exhibit 1; and

WHEREAS, the City of Strongsville desires to continue to participate in such group purchasing through the new arrangement, both as to continuing purchases of electricity and other future items; and therefore, seeks to enter into whatever further agreements are necessary to this end.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That for the reasons above, the Council hereby amends and supplements Ordinance No. 2010-075, and further approves and authorizes the Mayor to enter into a Sourcing Alliance Network Membership Agreement and Network Certificate with the **SOURCING ALLIANCE**, substantially in the form attached hereto as Exhibit 2.

Section 2. That any funds already appropriated for purposes of Ordinance Nos. 2010-075, 2013-251 and 2013-252, shall be and remain the same for the purposes contained therein; and that any funds for purposes of any new or further expenditures made pursuant to such group purchasing will be appropriated and paid from the corresponding applicable fund at that time.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said Agreement in order to continue operation of City facilities and department operations without interruption, at advantageous prices, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.



President of Council

Approved: 

Mayor

Date Passed: May 5, 2014

Date Approved: May 6, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Maloney	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: 

Clerk of Council

ORD. No. 2014-098 Amended: _____
1st Rdg. 05-05-14 Ref: _____
2nd Rdg. suspended Ref: _____
3rd Rdg. suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 05-05-14 Defeated: _____



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EXHIBIT 1

RECEIVED

APR 22 2014

LAW DEPARTMENT
CITY OF STRONGSVILLE

March 11, 2014

To: Sourcing Office Members

From: Sourcing Alliance

Subject: Important Information Regarding the Transition of Procurement/Group Purchasing from Sourcing Office to Sourcing Alliance

It's official! After many months of strategic planning and conversations with its stakeholders, Sourcing Office is splitting its operations into two separate entities to better serve its members. Sourcing Office will continue to operate with a specific focus on public sector innovation, capacity building, and shared services under its new name, the Center for Public Innovation or CPI. Sourcing Office's historical role in group purchasing and outsourced shared services has been transitioned to a newly formed council of governments – The Cooperative Council of Governments or CCOG.

All of the already-procured, competitively solicited contracts formerly held by Sourcing Office have been assigned to CCOG and will now be offered through Sourcing Alliance, a collaboration of local, regional, and national group purchasing organizations primarily serving public sector and not-for-profit entities. CCOG is one of Sourcing Alliance's lead contract holders. Sourcing Alliance members are eligible to utilize CCOG'S contracts to access better pricing and improved contract terms and conditions.

There are a number of other initiatives and improvements that Sourcing Alliance is pursuing that will significantly broaden our portfolio of goods, services, and features. . . all of which will greatly benefit members like you. We have included three documents that provide a comprehensive overview of the new Sourcing Alliance:

1. The Sourcing Alliance overview and FAQ
2. The Sourcing Alliance Ohio legal authority
3. The new Sourcing Alliance membership agreement for your review, execution, and return – you can also register for Sourcing Alliance online at www.SourcingAlliance.org/join.

In conjunction with these exciting new developments, Sourcing Alliance has also added an internal Support Center to better service its members. In fact, someone from the Support Center will be reaching out to you shortly to walk you through these changes and facilitate the registration process so that your organization can take advantage of all of existing and new benefits right away. Of course, as before, there are no fees, dues or obligations to join the new Sourcing Alliance and begin saving today.

We are confident that the two "new" organizations, Center for Public Innovation (Public Sector Capacity Building, Innovation, and Shared Services) and Sourcing Alliance (Group Purchasing) will serve our members better.

What happened to Sourcing Office? Sourcing Office will now focus solely on being a catalyst for public sector innovation fostering economic and community development in Northeast Ohio and across Ohio and will no longer be involved in group purchasing or outsourced shared services. As mentioned above, the organization will be renamed the Center for Public Innovation (CPI). Its existing board of directors will continue to govern the organization, with possibly a few new members added. Don Iannone, its current Executive Director, will continue



Sourcing Alliance

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to lead the organization. Please contact Don Iannone to learn more about the CPI transition and how it be of assistance to you in the future.

What do I have to do to continue working with Sourcing Office, now known as the Center for Public Innovation (CPI)? Nothing. As a registered member of Sourcing Office, you may use any of the resources made available to you through CPI. See contact information below.

What do I have to do to continue utilizing the Group Purchasing program once offered by Sourcing Office, but now being made available by Sourcing Alliance? The Sourcing Office Board of Directors passed a resolution authorizing all its current members to continue utilizing all of the already-procured, competitively solicited programs originally procured by Sourcing Office and now assigned to CCOG. In order to utilize any of the new programs that are being offered through Sourcing Alliance, you will need to complete, sign, and return the enclosed Sourcing Alliance Network Certificate. You can also go to www.sourcingalliance.org/join and complete the form online. Typically, you will want to check the box annotated "PARTICIPANT ONLY," unless your entity seeks to make any publicly-procured contracts available to Sourcing Alliance members (in which case, check "BOTH CONTRACT HOLDER & PARTICIPANT"). Even if you are not planning to utilize any of the new offerings immediately, it is still recommended that you complete the form to ensure that your organization remains in compliance and has access to any new programs that are being offered through Sourcing Alliance now or in the future. Again, there are no fees, dues, or other costs or obligations to join Sourcing Alliance.

What is Sourcing Alliance doing to expand its portfolio? Sourcing Alliance is currently looking at the following categories with its lead contract holder, CCOG: LED lighting, propane-powered school buses, and janitorial cleaning services. Additionally, Sourcing Alliance is exploring relationships with a number of other holders of publicly-procured, competitively solicited contracts that will be extended to Sourcing Alliance members through its new membership agreement.

Please visit our new website www.sourcingalliance.org or contact Sourcing Alliance directly to learn more.

Who are my "new contacts" at Sourcing Alliance? Essentially, you will be working with the same team members with whom you have worked in group purchasing.

Contact Information: Please do not hesitate to contact either organization should you have any additional questions or comments.

Sourcing Alliance
5422 East 96th Street, Suite 120
Cleveland, OH 44125
Phone: 216.581.6200
Email: info@sourcingalliance.org
Web: www.sourcingalliance.org

Center for Public Innovation/Sourcing Office
600 Superior Avenue East, Suite 1300
Cleveland, Ohio 44114
Contact: Don Iannone, Executive Director
Phone: 440.668.1686
Email: don.iannone@sourcingoffice.org
Web: www.publicsectorinnovations.org

Primary Sourcing Alliance Contacts:

David Akers	President & CEO	david.akers@sourcingalliance.org
Keith McDevitt	Vice President of Business Development	keith.mcdevitt@sourcingalliance.org
Melissa Vacha	Director of Marketing and Associations	melissa.vacha@sourcingalliance.org
Bob Stein	Director of Program Development	bob.stein@sourcingalliance.org
Nicolette Kuebeler	Support Center Representative	nicolette.kuebeler@sourcingalliance.org



SOURCING ALLIANCE NETWORK MEMBERSHIP AGREEMENT

This Sourcing Alliance Network Membership Agreement ("**Agreement**") of the Sourcing Alliance Network (as defined below) is made between certain public and/or quasi-public entities, Contract Holders ("**Contract Holders**") and Sourcing Alliance participants ("**Participants**"), that execute a Sourcing Alliance Network Certificate, as attached hereto (collectively, the Contract Holders and Participants are referred to as the "**Sourcing Alliance Members**" or singularly as a "**Sourcing Alliance Member**") to be appended and made a part hereof, thereby binding each Sourcing Alliance Member to the terms of this Agreement, and other public and/or quasi-public entities that agree to the terms and conditions hereof through this membership process in order to create the membership of this intergovernmental network (the "**Sourcing Alliance Network**").

RECITALS:

A. **WHEREAS**, after a competitive solicitation, bid, request for proposal, request for qualifications, negotiation and/or selection process has been facilitated, operated, and/or conducted by Contract Holders (the "**Public Procurement Process**"), in compliance with those Contract Holder's own policies, procedures, rules, and regulations, and that Public Procurement Process results in the award of a publicly procured contract for the receipt of and/or provision of products and/or services, the awardees, winners, contract recipients, and/or successful bidders of such publicly procured contracts (the "**Suppliers**") enter into contracts or agreements with the Contract Holders regarding the terms and conditions of the publicly procured contract (the "**Master Agreements**") to provide a variety of goods and/or services (the "**Products & Services**");

B. **WHEREAS**, Contract Holders possess, own, and/or control Master Agreements and make such Master Agreements available to Sourcing Alliance Members through the Sourcing Alliance Network, whereby Sourcing Alliance Members may voluntarily purchase and/or voluntarily enter into agreements to purchase Products & Services on the same terms, conditions, and pricing as set forth in the Master Agreements and as available to the Contract Holders of said Master Agreements, subject to any applicable local purchasing ordinances and the laws of the State of purchase (the "**Public Contract Offerings**");

C. **WHEREAS**, the parties hereto desire to maximize their abilities to offer Public Contract Offerings to a broader marketplace, expand the number of purchasers of Public Contract Offerings, increase and maximize their purchasing power, and satisfy the fundamental idea of public sector entities working together to improve the efficiency, effectiveness, and economy of the procurement of necessary Products & Services, and create and sustain efficiencies in the fostering and provision of resources to their constituents while fulfilling their duty to maintain the health, safety, welfare, and success of the communities, citizens, and constituents they serve; and

D. **WHEREAS**, the parties hereto desire to conserve resources and reduce procurement costs by entering into this Agreement and forming the Sourcing Alliance Network, and desire to and believe that it is in their best interests to enter into this Agreement;

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 Contract Holder will facilitate the cooperative procurement of Products & Services and Public Contract Offerings, including but not limited to, providing the terms and conditions of each Master Agreement and working with the Suppliers to assure that each Master Agreement will be provided on the same terms and conditions for the Products & Services received and/or provided to each Sourcing Alliance Member.

2. Each Participant that voluntarily elects to utilize and/or receive the benefit of a Public Contract Offering made available through its participation in the Sourcing Alliance Network shall adhere to, honor, and comply with the terms and conditions of this Agreement, as well as those of any Master Agreements to which it becomes a party and/or recipient of any offered Products & Services thereof. Additionally, each Participant will be under no obligation to pay, utilize, receive, or otherwise participate in any Public Contract Offering of or made available through the Sourcing Alliance Network.

3. In furtherance of Section 1 to this Agreement, each Sourcing Alliance Member shall designate Collaborant Group, Ltd., an Ohio limited liability company ("**Collaborant**"), as its administrative representative (the "**Administrative Representative**") to facilitate the goals of the Sourcing Alliance Network.

4. The Administrative Representative acknowledges and agrees that it shall contractually bind itself with all present and future Contract Holders and act as the Administrative Representative to all present and future Sourcing Alliance Members in order to assure that the benefits from each Public Contract Offering is shared by all Sourcing Alliance Members utilizing such Public Contract Offerings.

5. The procurement of Products & Services subject to this Agreement shall be conducted in accordance with all applicable federal, state, and local statutes, ordinances, rules and regulations that govern each party's respective procurement practice(s), policy(ies), and/or procedure(s).



6. Solicitations by Suppliers obtained by a party pursuant to the terms of this Agreement shall be in accordance with the terms and conditions of said solicitation, except as when the modification of those terms and conditions is otherwise allowed or required by applicable law.
7. That the Contract Holders will make available, upon a timely and reasonable request, any and all information that may assist in improving the effectiveness, efficiency, and economy of the Sourcing Alliance Member's procurement of Products & Services and/or utilization of a Public Contract Offering.
8. That the Participant is under an obligation to make timely payments to the Supplier for Products & Services acquired through Public Contract Offerings that are made available within and through the Sourcing Alliance Network in accordance with the terms and conditions of this Agreement and the Master Agreement of that Public Contract Offering. Inspections and acceptance of the Products & Services made available through the Public Contract Offerings contracted for by the Participant shall be the exclusive obligation of such Participant. Disputes between the Participant and Supplier are to be resolved in accordance with any governing law provisions and/or choice of law provisions as set forth in the Public Contract Offering.
9. Each Sourcing Alliance Member shall be entitled to only those prices and terms and conditions for the Products & Services as set forth in the Public Contract Offerings. The Sourcing Alliance Member shall not use this Agreement or any of the Public Contract Offerings available through the Sourcing Alliance Network as a method for obtaining additional concessions or reduced prices for similar Products & Services.
10. The Sourcing Alliance Member shall be responsible for the ordering of Products & Services under this Agreement. A Contract Holder shall not be liable in any fashion for any violation by a Sourcing Alliance Member, and the Sourcing Alliance Member shall hold the Contract Holder harmless from any and all liability that may arise from action or inaction of the Sourcing Alliance Member, in accordance with that Master Agreement of that Public Contract Offering between the Contract Holder and the Supplier through which the Sourcing Alliance Member is deriving benefits.
11. The exercise of any rights or remedies by the Sourcing Alliance Member shall be the exclusive obligation of such Sourcing Alliance Member.
12. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to the Sourcing Alliance Network at 5422 East 96th Street, Suite 120, Cleveland, Ohio 44125.
13. This Agreement shall become effective upon execution by the Sourcing Alliance Member of the Sourcing Alliance Network Certificate. Further, a Contract Holder and/or Participant that executes this Agreement agrees to its terms and agrees to be bound by the same.
14. Notwithstanding anything to the contrary as set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the Northern District of Ohio and Cuyahoga County in the State of Ohio in any legal suit, action, or proceeding arising out of or based upon this Agreement or the services provided hereunder.
15. If any term or provision of this Agreement is 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.
16. A Sourcing Alliance Member shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Sourcing Alliance Network's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Sourcing Alliance Network may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.
17. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, 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.
18. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
19. Each party to this Agreement acknowledges that it has read the Agreement, and represent and warrants that it has the necessary legal authority and it is legally authorized to execute and enter into this Agreement.



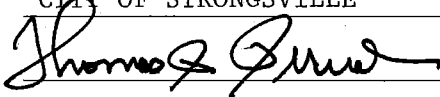
SOURCING ALLIANCE NETWORK CERTIFICATE

I hereby acknowledge, on behalf of _____ (the "Sourcing Alliance Member"), that I have read and agreed to the general terms and conditions set forth in the enclosed Sourcing Alliance Membership Agreement regulating the use of Master Agreements and purchase of Products & Services that from time to time are made available by a Contract Holder to a Participant, or a Sourcing Alliance Member, through the Sourcing Alliance Network. Copies of Master Agreements, Public Contract Offerings, and any amendments thereto made available by a Contract Holder will be provided to Suppliers and the Sourcing Alliance Network to facilitate use of such Master Agreements and Public Contract Offerings by Sourcing Alliance Members and in accordance with the terms of the Sourcing Alliance Membership Agreement.

I understand that the purchase of one or more Products & Services, the availability of the Master Agreements, and/or the use of Public Contract Offerings, under the provisions of the Sourcing Alliance Membership Agreement, is at the sole and complete discretion of the Sourcing Alliance Member(s) and I hereby designate Collaborator as Administrative Representative for the Sourcing Alliance Network, in order to facilitate and act to assure that the benefits of the Sourcing Alliance Network are derived by all participating Sourcing Alliance Members.

Capitalized terms not defined in this Sourcing Alliance Network Certificate shall have the meaning as set forth in the Sourcing Alliance Membership Agreement.

Authorized Signature

Entity Name: CITY OF STRONGSVILLE
Signature: 
Printed Name: Thomas P. Perciak
Title: Mayor
Date: May 6, 2014

The Sourcing Alliance Member is executing this Sourcing Alliance Membership Agreement in its capacity as a (check the appropriate role):

☐ CONTRACT HOLDER ONLY
☒ PARTICIPANT ONLY
☐ BOTH CONTRACT HOLDER & PARTICIPANT

Sourcing Alliance Member Information

Employer ID Number (EIN):	_____
Contact Name:	<u>Bryan V. Bogre</u>
Contact Title:	<u>Director of Parks, Recreation + Senior Services</u>
Contact Phone:	<u>440-580-3262</u>
Contact Facsimile:	<u>440-572-3503</u>
Contact E-mail:	<u>bryan.bogre@strongsville.org</u>
Member Mailing Address:	<u>18100 Royalton Road</u> <u>Strongsville, Ohio 44136</u>
Member Website:	<u>www.strongsville.org</u>

Please return this completed certificate by fax at 216.581.6200 or by email at Info@SourcingAlliance.org