

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Fire Department

AGENDA DATE: September 28, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Chief Manuel Chavira, Assistant Fire Chief /771-1002
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Purchasing Manager be authorized to issue a Purchase Order(s) to the El Paso County Hospital District dba University Medical Center of El Paso (UMCEP) in the estimated amount of \$200,000.00 to purchase Medical Supplies and Pharmaceutical Drugs. The Purchase(s) will be in conjunction with the ongoing Interlocal Agreement/ Resolution reference# 2000-153(Medical & Pharmaceutical Supplies) between the City of El Paso and the El Paso County Hospital District.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

It would be beneficial for the City to purchase the Medical Supplies and Pharmaceutical Drugs in order to maintain adequate necessities for the El Paso Fire Department. Due to the continuation of population growth in the El Paso Region, such supplies would be required to provide emergency medical pre-hospital treatment and to furnish definitive care in a timely and responsible manner.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, council approved total estimated amount of \$175,000 for purchase of Medical & Pharmaceutical Supplies; previous Motion dates on July 7, 2009 (\$75K) and March 9, 2010 (\$100K).

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Amount: \$200,000.00 Fund: 01101 Dept ID: 22010320 Account: 503112 Project: N/A
Funding Source: Clinical/Medical Supplies

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

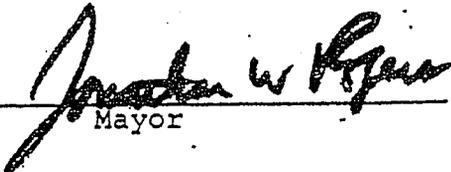
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

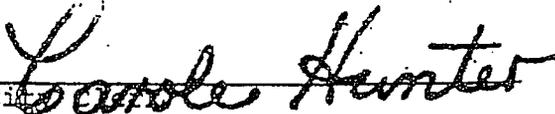
That the Mayor be authorized to execute an Interlocal Agreement between the EL PASO COUNTY HOSPITAL DISTRICT and the CITY OF EL PASO, for the purchasing of medical supplies for its Department of EMS, for the term commencing May 1, 1989 through April 30, 1990, charges to be billed monthly.

ADOPTED this 05th day of April, 1989.



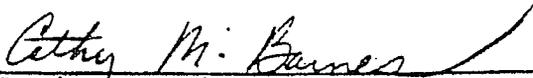
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

HLTH5/005a

THOMPSON
S. PPLY CONTRACT

STATE OF TEXAS
COUNTY OF EL PASO

)
)
)

INTERLOCAL AGREEMENT

WHEREAS, the Interlocal Cooperation Act, VATS, Article 4413(32c) allows the City of El Paso, Texas (City) to contract with the El Paso County Hospital District of El Paso, Texas (District) to perform governmental functions, including providing for the public health and welfare and administrative functions normally associated with the routine operation of government, including purchasing; and

WHEREAS, the City requires assistance of District in purchasing medical supplies for its Department of Emergency Medical Services (EMS); and

WHEREAS, it is in the best interests of the citizens of El Paso to purchase medical supplies from District because it has been unable to secure a bid response to its bid solicitation for medical supplies and District is able to purchase medical supplies at below normal cost and to provide medical supplies efficiently to the City, through its Department of EMS;

NOW, THEREFORE, it is agreed as follows:

1. The District shall, to the extent that it has such items in hand or can obtain them with reasonable efficiency, provide the City with medical supplies, drugs and central supply items, as and when requested by the City's Department of EMS, through the District's normal requisition procedures. EMS agrees to use the District's standard supply acquisition forms and the District agrees to supply forms for the City's use upon request.

Recd. 5/18/89
SK

2. The District shall charge the City for all medical supplies, drugs and central supply items at cost, plus 10%.

3. The charges under this contract will be billed by the District to the City on a monthly basis. Payment by the City for items supplied shall be due not later than ten (10) days after receipt of invoice, from current revenues available to the City. The District agrees to maintain accurate records of all requests made by the City for medical supplies, and upon reasonable notice and request by the City to the District, the City may inspect and audit the District's records pertaining to the purchase of medical supplies under the terms of this contract. Any inspection or audit of the District's records shall not unreasonably interfere with the normal conduct of the District's business.

4. It is agreed by both the District and the City that the term of this contract will be from the 1st day of May, 1989 until the 30th day of April, 1990. This agreement shall automatically renew for a period of one year from the date of termination hereof, and shall automatically renew annually thereafter for a period of one year and shall continue in full force and effect unless notice of termination is given in accordance with paragraph 6 of this agreement.

5. The District agrees to indemnify and hold the City harmless from any claim, cause of action or liability arising out of the City's performance under the terms of this contract, to the extent allowed by law. The City agrees to indemnify and hold the District harmless from any claim, cause of action or

liability arising out of the District's performance under the terms of this contract, to the extent allowed by law.

6. This contract may be terminated by either party upon thirty (30) days written notice to the other party and may be modified only with the duly executed written consent of both parties.

7. If any provision of this agreement shall be held to be illegal or invalid, it shall not affect the legality or the validity of any other provision hereof, and the illegal or invalid portion shall be considered never to have been incorporated herein, but all other provisions shall continue.

8. This contract constitutes the entire agreement between the parties and is entered into in the City of El Paso, County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

9. District statements shall be sent to the City at the following address:

City Comptroller
City of El Paso
Two Civic Center Plaza
El Paso, Texas 79901-1196

and City payments shall be made to the District at the following address:

R. E. Thomason General Hospital
Business Office
4815 Alameda
El Paso, Texas 79905

10. Notice of termination or desire to renegotiate shall be sent by the City to:

R. E. Thomason General Hospital
Mr. Gonzalo Rodriguez,
Director of Support Services
Purchasing Department
4815 Alameda Avenue
El Paso, Texas 79905

Notice of termination or desire to renegotiate shall be
sent by the District to:

William Brown, Chief
Department of EMS
222 S. Campbell
El Paso, Texas 79901

SIGNED and AGREED to this 25th day of April, 1989.

ATTEST:

Carole Hunter
City Clerk

THE CITY OF EL PASO

By: Sam Bank
Mayor

ATTEST:

[Signature]
Secretary, Board of Trustees -
El Paso County Hospital
District

EL PASO COUNTY HOSPITAL DISTRICT

By: [Signature]
Chairperson, Board of Trustees

APPROVED AS TO FORM:

Cathy M. Baines
Assistant City Attorney

APPROVED AS TO CONTENT:

W. H. Brown
William Brown, Chief -
Department of EMS
City of El Paso

[Signature]
Kenneth R. Carr, Attorney
for Board of Managers,
El Paso County Hospital
District