

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

DEPARTMENT: Financial Services – Purchasing
AGENDA DATE: December 11, 2007
CONTACT PERSON/PHONE: Terry Freiburg, EXT 4313
DISTRICT(S) AFFECTED: All

CITY CLERK DEPT.
07DEC -5 PM 2:52

SUBJECT:

Approve an Interlocal Agreement and Resolution authorizing the City of El Paso to purchase goods and services under the Health District's contracts in order to continue providing health services under the new Department of Public Health.

BACKGROUND / DISCUSSION:

The City can use the District's contracts to purchase goods and services such as security and janitorial services, medical collection and disposal services, copier contracts, etc. and may also contract for goods and services with any of the vendors which bid and were awarded contracts by the District or which were acquired through purchase orders or any other legal instrument prior to the District's dissolution in order that the City may continue to provide health services.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

There is no cost associated with this agreement. Participation in this agreement will produce cost and administrative savings and will provide the best value to the agency/taxpayers of the City of El Paso.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

LEGAL: (if required) _____

FINANCE: (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

THAT the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso and the El Paso City-County Health and Environmental District whereby the City may purchase goods and services from any of the vendors which contracts were bid and awarded by the District or which were acquired through purchase orders or any other legal instrument prior to the District's dissolution in order that City may continue to provide health services under the new Department of Public Health.

PASSED AND APPROVED this _____ day of _____, 2007.

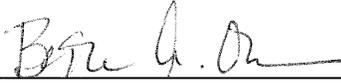
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

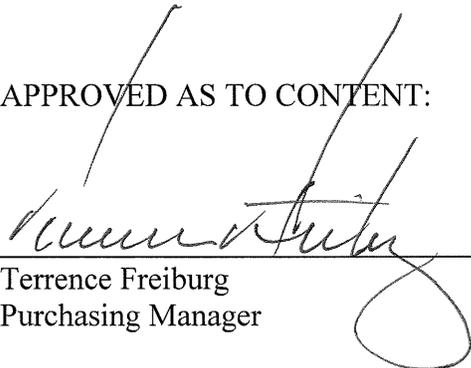
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager

CITY CLERK DEPT.
07 DEC -5 PM 2:52

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. PURPOSE. The purpose of this Agreement is to authorize the City to purchase goods and services under the District Contracts, including but not limited to the following:

Initial Security (security services)

A-One Janitorial (janitorial services at certain health facilities)

Stericycle, Inc. (medical waste collection and disposal)

Toshiba Business Solutions (copier)

The parties agree that the City may, without any further action on the part of the District, contract for goods and services with any of the vendors which were bid and awarded by the District or which were acquired through purchase orders or any other legal instrument prior to the District's dissolution in order that City may continue to provide health services.

Section 2. TERM. The term of this Agreement shall commence on December 4, 2007 and end on December 31, 2007.

Section 3. DUTIES. Other than authorizing the City to purchase goods and services under the District Contracts, the District shall have no obligations whatsoever with respect to any and all purchases made by the City under the District Contracts. The City shall be responsible for issuing their own purchase orders or contracts to the vendors, making payment to the vendors for goods and services purchased under the District Contracts, any and all warranty matters and resolution of any disputes between the vendors and the City, and any other contract compliance under the terms of the District Contracts.

Section 4. AMENDMENTS. Any alterations, additions, or deletions to the terms of this Agreement which are required by federal or state law or regulation are automatically

incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

Section 5. LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Section 6. DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. The parties further agree that should their efforts to resolve a dispute, claim, questions, or disagreement arising from this Agreement fail, that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Agreement, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

Section 7. NOTICES. Any notice, demand, requests, consent or approval that either party may or is required to provide to the other, shall be in writing and either personally delivered or sent via Certified Mail, Return Receipt requested, to the following addresses:

To City : The City of El Paso
 Attention: City Manager
 2 Civic Center Plaza, 10th Floor
 El Paso, Texas 79901

With a copy to: The City of El Paso
 Attn: Purchasing Manager
 2 Civic Center Plaza, 7th Floor
 El Paso, Texas 79901

To District: El Paso City-County Health & Environmental District
 Attn: Dr. Robert Galvan, Director
 5115 El Paso Drive
 El Paso, Texas 79905

Changes may be made to the above addresses and addressees through timely written notice to the other party.

Section 8. VENUE. For the purpose of determining the place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

Section 9. AUTHORITY TO EXECUTE AGREEMENT. Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the Party, and agrees on behalf of such party that such Party will be bound by those terms.

Section 10. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation, or applicability of this Agreement or any term, condition or provision hereof.

Section 11. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of

this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

Section 12. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statements of promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(Signature page to follow)

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT WITH THE
EL PASO CITY-COUNTY HEALTH AND
ENVIRONMENTAL DISTRICT**

(Signature Page)

CITY OF EL PASO

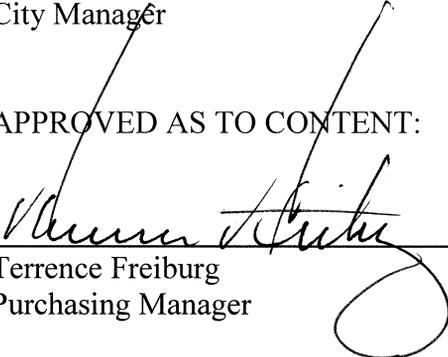
Joyce Wilson
City Manager

APPROVED AS TO FORM:



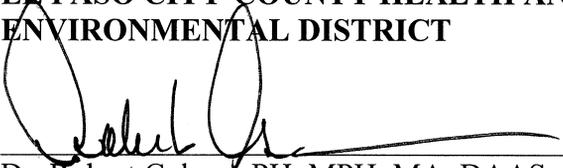
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



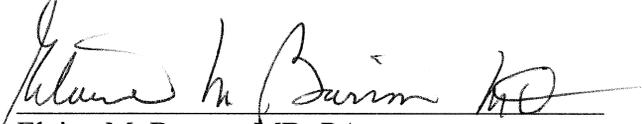
Terrence Freiburg
Purchasing Manager

**EL PASO CITY-COUNTY HEALTH AND
ENVIRONMENTAL DISTRICT**



Dr. Robert Galvan, PH, MPH, MA, DAAS
Interim Director

APPROVED:



Elaine M. Barron, MD, PA
Chairperson, Board of Health

APPROVED AS TO FORM:



S. Anthony Safi
Mounce, Green, Myers, Safi, Paxson &
Galatzan, P.C.

#35015 v3 - Purchasing/1/Interlocal Health Dist contract bids
Document Author: BONT