

City of Houston, Texas Ordinance No. 2014-817

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON ("CITY") AND THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM ("HARRIS HEALTH") FOR THE CITY TO USE THE HARRIS HEALTH'S CONTRACTS TO PURCHASE HOSPITAL SUPPLIES AND RELATED ITEMS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd day of September 2014.

APPROVED this _____ day of _____, 20_____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 09 2014.


 City Secretary

(Prepared by Legal Dept. Mary McKeall)
 (MJM/DBB/08/20/14) Senior Assistant City Attorney
 (Requested by Calvin D. Wells, City Purchasing Agent)
 (L.D. No. 0351201129001)
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AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
	ABSENT	DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓	ABSENT-ON PERSONAL BUSINESS	PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
	ABSENT	KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is made and entered into by and between the Harris County Hospital District d/b/a Harris Health System (“Harris Health”), a political subdivision of the State of Texas and the City of Houston (the “City”), a Home Rule municipality and body corporate and politic under the laws of the State of Texas, pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§791.001 - 791.031, as amended. Harris Health and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

1. Harris Health has entered into contracts with vendor(s) to purchase hospital supplies based on competitive bids for hospital supplies and related items “Items”.
2. City, has requested the Harris Health to allow the City to directly purchase Items through Harris Health’s contract(s) with vendor(s); and
3. Pursuant to TEX. LOCAL GOV’T CODE ANN. §271.102, the City may participate in the Harris Health’s cooperative purchasing program.

Terms

I.

Pursuant to this Agreement, the City may use the Harris Health’s contracts to purchase hospital supplies and related items as it needs (“Items”). The City’s right to purchase hospital supplies and related items is subject to approval of Harris Health’s vendors.

II.

In accordance with TEX. LOCAL GOV’T CODE ANN. §271.102(b), the City hereby:

- A) designates the Harris County Purchasing Agent or his designated representative to act on behalf of the City in all matters relating to purchasing Items;
- B) agrees that the City will make payments directly to a vendor; and
- C) agrees that the City will be solely responsible for the vendor’s compliance with provisions relating to the quality of the Items and terms of delivery.

III.

The term shall begin on the later date this Agreement is approved by all Parties and end twelve months later. The City, acting through its Chief Procurement Officer, and Harris Health, through its governing body, may terminate this Agreement upon thirty (30) days prior written notice. This Agreement will automatically renew for ten (10) one year terms unless one Party sends the other Party a thirty (30) day prior written termination notice.

IV.

Nothing in this Agreement is construed as creating any personal liability on the part of any officer or agent of any public body that may be a Party to this Agreement.

V.

This Agreement constitutes the entire agreement between the Parties. No prior written or prior contemporaneous oral promise or representation is binding. This Agreement may not be amended, changed or extended except by written instrument signed by both Parties.

VI.

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out below or at such other address as the receiving party designates by proper notice to the sending party.

To Harris Health: Harris Health System
2525 Holly Hall
Houston, Texas 77054
Attn: President and CEO

Copy to: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002

To the City: Finance Department
Strategic Procurement Division
901 Bagby Concourse
Level Houston, Texas
77002
Attn: Chief Procurement Officer

Either Party may designate a different address by giving the other Party ten (10) days written notice.

VII.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Approved As To Form:

Harris County Hospital District
D/B/A Harris Health System

Vince Ryan
Harris County Attorney

By: _____
Mercedes Leal
Vice President/Legal Affairs
C.A. File No. 12HSP0631

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:



City Purchasing Agent

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No. 0351201129001
