



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** July 2, 2020

**Staff Contact:** Carol Akers and Fire Chief Sean Slamon

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization to purchase emergency medical equipment and supplies from Life Assist through joinder contract No. 7006639 with Dallas Fort Worth International Airport, for a not to exceed annual amount of \$145,000, through June 30, 2021 (File No. 20300036), and authorization for the Purchasing and Contracts Administrator to extend the joinder contract when it is renewed. (Carol Akers, CAkers@carson.org and Sean Slamon, SSlamon@carson.org)

Staff Summary: Through this contract, the Fire Department purchases emergency medical equipment and supplies used on a daily basis for Emergency Medical Services responses. This includes items such as IV supplies, medications, bandages, splints, and other items used in the treatment of patients at scene of medical call and during transport.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

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### **Proposed Motion**

I move to approve the purchases as requested, and to authorize the Purchasing and Contracts Administrator to extend the joinder contract if the underlying contract is renewed and the terms do not substantively change.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

None

### **Background/Issues & Analysis**

Contract being utilized;

Dallas Fort Worth (DFW) International Airport Contract No. 7006639 (expires August 18, 2020).

DFW International Airport is currently working on renewing the contract for a term through August 18, 2021.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.195

### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Ambulance Fund Small Tools-Instruments Account/ 5012525 500674

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the Ambulance Medical Supplies Account/ 5012525 500679 (Current Budget of \$140,000) and the Ambulance Small Tools-Instruments Account/ 5012525 500674 (Current Budget of \$30,000) will be reduced by a not to exceed amount of \$145,000 for FY 21.

**Alternatives**

Do not approve joinder contract for purchase and provide alternative direction to staff.

**Attachments:**

[Life-Assist Back up.pdf](#)

[DFW-Contract 7006639 back up.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

June 19, 2019

Carson City Fire Department

Good Afternoon,

Life-Assist, Inc. authorizes the Carson City Fire Department to utilize the Dallas Forth Worth Bid 70066339 for Medical Supplies. Life-Assist was the lowest responsive, responsible bidder and was awarded this bid in August of 2018. The term of the contract is valid for 1 year with options to extend up to a maximum 5 years.

Life-Assist is happy to extend this pricing to the Carson City Fire Department. We look forward to the continued successful working relationship with the Carson City Fire. Please contact me if you have any questions, concerns or need any additional information.

Thank You,



Cherise Akers  
Contracts Manager



Carson City, a consolidated municipality, a political subdivision of the State of Nevada  
and  
Dallas Fort Worth International Airport Board  
Cooperative Purchasing Interlocal Agreement

**COOPERATIVE PURCHASING INTERLOCAL AGREEMENT**

This Cooperative Purchasing Interlocal Agreement ("Agreement") is made and entered into as of the date written below between the Dallas Fort Worth International Airport Board ("DFW Airport") and Carson City, a consolidated municipality, a political subdivision of the State of Nevada ("Carson City").

**WHEREAS**, both DFW Airport and Carson City have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, DFW Airport and Carson City are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, DFW Airport and Carson City agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide DFW Airport and Carson City with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

**SECTION 3.** At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

**SECTION 4.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

Carson City and DFW Airport  
Cooperative Purchasing Interlocal Agreement

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Dallas or Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**SECTION 10.** Execution of this Agreement does not obligate DFW Airport or Carson City to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

Carson City and DFW Airport  
Cooperative Purchasing Interlocal Agreement

**SECTION 14. Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

**SECTION 15. Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission or electronic mail (email) transmission addressed to the respective party at the address set forth below the signature of the party.

**SECTION 16. Amendments:** This Agreement may be amended by the mutual written agreement of both parties hereto.

**SECTION 17. Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**EXECUTED by and EFFECTIVE upon execution by both Parties**

**CARSON CITY, A CONSOLIDATED  
MUNICIPALITY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA**

  
\_\_\_\_\_  
**Signature**

Carol Akers  
\_\_\_\_\_  
**Printed Name**

Purchasing & Contracts Administrator  
\_\_\_\_\_  
**Title**

**Date:** 9/4/19  
\_\_\_\_\_

**DFW INTERNATIONAL AIRPORT BOARD**

  
\_\_\_\_\_  
**Gregory C. Spoon, CPSM, CPSD  
Vice President of Procurement and  
Materials Management Department**

**Date:** 8/27/2019  
\_\_\_\_\_

**DFW Airport Contract No. 7006838  
Board Resolution No. 2019-08-169**

**Approved as to Form**

**DFW Airport Board's Legal Counsel:**

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**Anne Constantine  
Legal Counsel**