

**NOTICE OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., December 22, 2009, in the Administrative offices of the Montgomery County Hospital District, 200 River Pointe Suite 200, Conroe, Montgomery County, Texas

1. Call to Order

Meeting called to order at 4:00 p.m.

2. Invocation

Led by Mr. Posey

3. Pledge of Allegiance

Led by Mr. Fawn

4. Roll Call

Present:

John Hennigan
Hans Ambrosia
Francis Bourgeois
Harold Posey
Kenn Fawn
Sandy Wagner

Absent:

Georgette Whatley

5. Public Comment

None

6. Special Recognition

- **Employee of the Month**

December, 2009 – John Hancock
November, 2009 – Melissa Wickham
October, 2009 – Matt Folsom
September, 2009 – Matt Hannes

- **Proclamation in honor of Holly Pichette – Recipient of the 2009 Texas EMS Public Information-Injury Prevention Award**

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MONTGOMERY COUNTY HOSPITAL DISTRICT - PAGE 1**

Proclamation for Holly Pichette deferred to next board meeting.

- 7. Consider and act on ratification of contracts with additional network providers for indigent care (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner moved to ratify the contracts with additional network providers for indigent care. Mr. Hennigan offered a second and the motion passed unanimously.

- 8. CEO Report to include update on District operations, strategic plan, capital purchases, employee benefits, and other healthcare matters**

Mr. Allen Johnson presented a report.

- 9. Consider and act on establishing a process to solicit and review request for qualifications for legal counsel (Mr. Fawn, Chair – PADCOM Committee)**

Mr. Fawn made a motion to table the process for next meeting. Mr. Posey offered a second.

- 10. Consider and act on a proposal from staff to engage Public Consulting Group, Inc. as an independent contractor to develop and submit, subject to staff review and approval, an EMS Supplemental Payment Program for Medicaid payments through the Centers for Medicare and Medicaid Services (CMS). (Mr. Ambrosia, Chair – EMS Committee)**

Kevin Coil and Kandice Marquardt with Public Consulting Group, Inc made a presentation to the board. (Attached)

Mr. Ambrosia made a motion to direct our staff to engage Public Consulting Group, Inc. as an independent contractor to develop and submit, subject to staff review and approval, an EMS Supplemental Payment Program for Medicaid payments through the Centers for Medicare and Medicaid Services. Mr. Hennigan offered a second. Mr. Posey called the question and motion passed unanimously.

- 11. Consider and act on appointment of Donna Daniel and Connie Bryant, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in May, 2010, under the Texas Election Code (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner made a motion we act on an appointment Donna Daniel and Connie Bryant, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in May, 2010, under the Texas Election Code. Mr. Posey offered a second and the motion passed unanimously.

- 12. Consider and act on contract with Elections Administrator Carol Gaultney for administration of the May 8, 2010 Election (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner made a motion to consider and act on a contract with Elections Administrator Carol Gaultney for the administration of the May 8, 2010 Election. Mr. Posey offered a second. Mr. Ambrosia called the question and the motion passed unanimously. (Attached)

- 13. Consider and act on authorizing the District staff to pursue an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's May, 2010 election (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner moved that we consider and act on authorizing the District staff to pursue an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's May, 2010 election. Mr. Hennigan offered a second and the motion passed unanimously. (Attached)

- 14. Consider and act on approval of the calendar for the May, 2010 election (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner made a motion that we move to consider and act upon approval the calendar for the May, 2010 election. Mr. Fawn offered a second and the motion passed unanimously.

- 15. EMS Director Allen Sims' Report to include updates on EMS stations, staffing, performance measures, staff activities and psychiatric patient transport to Tri County MHMR**

Mr. Allen Sims presented a report.

- 16. Consider and act upon authorizing staff to commence negotiations with the Woodlands Fire Department and/or Woodlands Township for an interlocal agreement for the joint purchase and operation of a CAD system. (Mr. Ambrosia, Chair – EMS Committee)**

Mr. Ambrosia made a motion to authorize staff to commence negotiations with the Woodlands Fire Department and/or Woodlands Township for an interlocal agreement for the joint purchase and operation of a CAD system. Mrs. Wagner offered a second. After discussion the board voted and the motion passed unanimously.

- 17. Consider and act on a request of the Montgomery County Sheriff's Department, Conroe Police Department and the Montgomery County Fire Chief's Association to ensure concurrence that future computer aided dispatch software systems are compatible and that each agency support two-way interfaces between CAD vendors. (Mr. Ambrosia, Chair – EMS Committee)**

Mr. Ambrosia moved Montgomery County Hospital District with entering a dialogue with public safety agencies to explore and report back the possibilities for two-way interfaces and other CAD compatibility projects. Mrs. Wagner offered a second and the motion passed unanimously.

- 18. Healthcare Assistance Program Manager Penny Buchanan's Report to include regulatory update, outreach, eligibility, service, and utilization**

Ms. Penny Buchanan presented a report.

19. Consider and act on Healthcare Assistance Program claims from Non-UPL providers processed by Boon-Chapman (Mrs. Wagner, Chair - Indigent Care Committee)

Mrs. Wagner made a motion that we act on Healthcare Assistance Program claims from Non-UPL providers processed by Boon-Chapman. Mr. Hennigan offered a second and the motion passed unanimously.

20. Consider and act on ratification of voluntary contributions to the UPL account of Healthcare Assistance Program claims processed by Boon Chapman (Mrs. Wagner, Chair – Indigent Care Committee)

Mrs. Wagner moved that we act on **the ratification** voluntary contributions to the UPL account of Healthcare Assistance Program claims processed by Boon Chapman. Mr. Hennigan offered a second and the motion passed unanimously.

21. Consider and act on renewal of contract with Texas Medical Foundation (Mrs. Wagner, Chair - Indigent Care Committee)

Mrs. Wagner moved that we act on the renewal of the contract with Texas Medical Foundation. Mr. Ambrosia offered a second and the motion passed unanimously.

22. Presentation of Financial Report for the two months ended November 30, 2009 – Michael J. Nicknish, CFO, report to include Financial Summary, Balance Sheet, Income Statement, Supporting Statements, and Supplemental EMS Billing Information.

Mr. Mike Nicknish presented a report.

23. Presentation by staff of estimated impact to the Fund Balance and General Reserve due to construction of Buildings and Radio System Projects. (Mr. Posey, Treasurer - MCHD Board)

Mr. Mike Nicknish made a presentation.

24. Consider and act on ratification of payment of District invoices to Henry Schein, Inc. (Mr. Posey, Treasurer - MCHD Board)

Mr. Fawn recused himself and left the room.

Mr. Posey made a motion to ratify payment of the District Invoices to Henry Schein, Inc. Mr. Ambrosia offered a second and the motion passed unanimously.

25. Consider and act on ratification of District invoices (Mr. Posey, Treasurer - MCHD Board)

Mr. Fawn returned to the Boardroom.

Mr. Posey made a motion to consider and act on payment of District invoices as presented. Mr. Hennigan offered a second and the motion passed unanimously.

26. Consider and act on salvage and surplus equipment (Mr. Posey, Treasurer-MCHD Board)

Mr. Posey made a motion to declare items salvage and surplus equipment. Mr. Fawn offered a second and the motion passed unanimously. (Attached)

27. Secretary's Report - consider and act on minutes for November 19, 2009 Special Meeting and November 24, 2009 Regular Meeting (Mrs. Wagner, Secretary-MCHD Board)

Mrs. Wagner made a motion to approve the Secretary's report for November 19, 2009 Special Meeting and November 24, 2009 Regular Board Meeting. Mr. Hennigan offered a second and the motion passed unanimously.

28. Consider and act on qualifying vendors for Materials Testing services RFQ (Mr. Fawn, Chair-PADCOM)

Mr. Kelly Curry offered a report.

Mr. Fawn made a motion to accept this list with the condition to look at whether or not they are local contractors. Mr. Ambrosia offered a second and the motion passed unanimously.

Mr. Johnson will qualify the top 4 according to the recommendation from Mr. Nelson that any that scored a 90 or above that if there is a local firm we will pick them first or the highest scoring local firm if there is multiple we can chase them down. If there are none that maintain an office in Montgomery County then we would go with Terracon as the lead.

29. Consider and act on staff recommendations regarding purchase of property in the Rayford Road area (Mr. Ambrosia, Chair – EMS Committee)

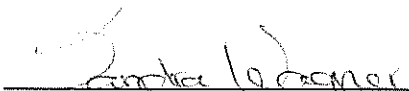
Mr. Kelly Curry offered a report.

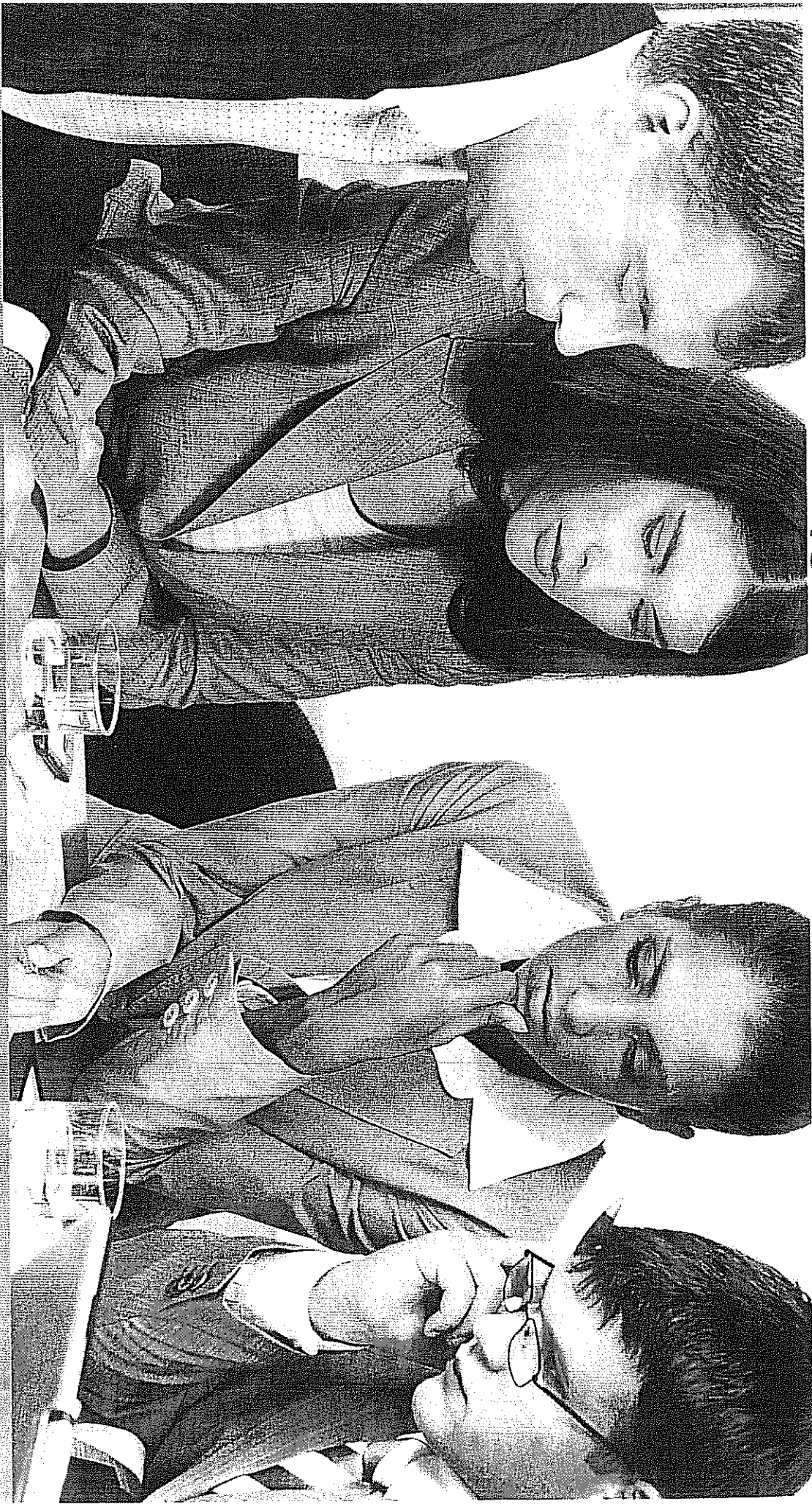
30. Consider and act on a process to solicit bids for the sale of surplus property (Mr. Bourgeois, Board Chair).

Mr. Bourgeois made a motion to update the appraisal and advertise for sealed bids. Mr. Hennigan offered a second and the motion passed unanimously.

31. Adjourn

Meeting adjourned at 5:47 p.m.


Sandy Wagner, Secretary



Emergency Medical Services (EMS)
Supplemental Payment Program

Montgomery County Hospital District Opportunity Overview



Agenda

Public Consulting Group

Why This Matters to You

The Opportunity

PCCG's Approach and Proposal

Questions

PCCG Contacts

Public Consulting Group

THE FIRM

- PCG helps enhance the financial performance of state and local health and human services agencies by increasing program revenues, reducing costs, and achieving compliance with applicable state and federal regulations.

INTRODUCTIONS

- **Kevin Coyle, Senior Consultant - Austin, Texas**
 - Lead consultant to gain approval for an EMS Supplemental Payment Program with the Health and Human Services Commission (HHSC) for Austin/Travis County EMS
- **Kandice Marquardt, Business Analyst - Austin, Texas**
 - Deep subject matter expertise in cost allocation, rate development, and revenue enhancement services

PCG has been working in Texas since 1996 and PCG was instrumental in gaining approval for EMS, hospital, and physician programs

Why This Matters To You

THE NEED

EMS Medicaid rates are well below costs, and service related expenditures continue to rise, placing a strain on the Montgomery County Hospital District (MCHD).

An EMS Supplemental Payment Program can help alleviate some of this strain.

THE BENEFITS

Significant increase in revenues.

There is no impact on current billing operations.

PCG estimates \$300,000 - \$700,000 per year in incremental revenue (based on costs and transports).

Our approach and contacts with HHSC will expedite the supplemental payment program approval process (3-6 months for state approval).

PCG can tailor a program to the unique cost structures of MCHD

The Opportunity - What is a Supplemental Payment Program?

THE PROGRAM

- An EMS Supplemental Payment Program is a mean by which EMS/ambulance service providers will receive a payment (quarterly or annually aggregated payment) for eligible costs in addition to the revenues MCHD currently generates through billings.

REGULATORY JUSTIFICATION

- The federal Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers (see 42 CFR 447.300, et al./ section 1902(a)(30) of the Social Security Act).
- HHSC is willing to consider additional providers that could benefit from a Supplemental Payment Program (Texas has Hospital and Physician programs).
- HHSC has also expressed that it would like to maintain budget neutrality.
Supplemental payments are recognized by the federal government as a legitimate reimbursement vehicle

PCG's Approach and Proposal

PPROACH

To obtain the supplemental payment, MCHD will need to prepare a significant amount of information to HHS and CMS for approval and "negotiate" the approval of this program (see Attachment A of proposed contract language).

ROPOSAL

Attachment A of the proposed contract language outlines the services PCG proposes to provide to MCHD.

PCG will shoulder most of the administrative burden to design, gain approval for, and implement an approved EMS Supplemental Payment Program for MCHD.

PCG is proposing a contingency contract whereby PCG assumes all of the risk for implementing this program.

PCG will only be paid on the revenues that result from this program when MCHD is paid/realizes that revenue.

PCG is proposing a contingency fee of 14% for 3 years (12 quarters).

Questions

- PCCG will be glad to answer questions related to the program.

CG Contact

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ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

THIS CONTRACT is made this 15th day of December, 2009, by and between the Political Subdivision of Montgomery County Hospital District, hereinafter called "Political Subdivision" and Montgomery County, Texas, by its County Elections Officer, Carol Gaultney, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a May 8, 2010 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its May 8, 2010 Election. Montgomery County's certified Hart InterCivic eSlate Version 6.2 electronic voting equipment is to be used in the May 8, 2010 Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board. Montgomery County will make emergency appointments of election officials if necessary. If for any reason Montgomery County does not have a May 8 Election, participating Political Subdivision will appoint election officials as recommended by Contracting Officer.
 - (b) Arrange for training of election officials through a third party or conduct necessary training. Notify all early voting and election day officials of the date, time and place thereof.
 - (c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B . If the need arises for emergency replacement polling location(s), Contracting Officer shall make necessary alternate arrangements and shall notify Political Subdivision as soon as possible.
 - (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order by voting precinct in lieu of alphabetical order by political entity.

- (e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, and tabulate ballots for any eligible voter who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time, and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Montgomery County newspaper(s).
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the 22-month and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.
- (m) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the county voting precincts and polling locations for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Political Subdivision shall adopt the election day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries as listed on the appropriate section of the attached Exhibit B. Political Subdivision shall timely confirm the accuracy of its street boundaries and precincts.
- (d) Prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the US Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting dates, times, and locations and election day polling locations.
- (f) Political Subdivision shall confirm with Contracting Officer its boundaries, county voting precincts and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.
- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, Entity Fact Sheet, ballot language with Spanish translations, candidate names or measures, and the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.
- (h) Appoint Carol Gaultney as Early Voting Clerk to receive ballot by mail applications. All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.
- (i) If for any reason Montgomery County does not have a May 8 Election, participating Political Subdivision will appoint election officials as recommended by Contracting Officer.
- (j) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the DOJ.

- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
 - (l) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.
 - (m) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to Secretary of State.
 - (n) Political Subdivision shall pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate. Checks shall be made payable to Montgomery County Elections Administrator, P. O. Box 2646, Conroe, Texas, 77305-2646, and shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Political Subdivision shall pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall return the overpayment together with the final invoice of costs of conducting the election, with such refund to be paid in a prompt manner.
4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and Montgomery County's duty to conduct federal, state, county and/or other contracted elections.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Montgomery County.
- (c) In accordance with Section 31.100(d), Contracting Officer may not be personally compensated for election services performed under this contract. In accordance with Section 31.100(e) of the Texas Election Code, only overtime charges for full-time county employees will be allocated to Political Subdivisions contracting with Contracting Officer.

- (d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The six county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered in Montgomery County. One joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.
- (g) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.
- (h) Montgomery County is self insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election on May 8, 2010. If Political Subdivision's election is cancelled after deadline in Timetable C, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.
- (k) Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of early voting locations and/or election day voting locations in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and signed on the dates below.

MONTGOMERY COUNTY, TEXAS

December 15, 2009
Date Signed

By: Carol Gaultney Gaultney
Carol Gaultney, Elections Administrator
"Contracting Officer"
9159 FM 1484
Conroe, Texas 77303
Phone: 936-539-7843 Fax: 936-538-8143
carol.gaultney@mctx.org

12/22/2009
Date Signed

MONTGOMERY COUNTY HOSPITAL DISTRICT
"Political Subdivision"
By: Daniel Bourgeois
Title: CHAIR
Address: 200 RIVER POINTE, SUITE 200
City, State, Zip: CONROE, TX 77304
Phone, Fax: 936-523-5016 (936)523-1163
Email: ddaniel@mchd-tx.org

Joint Election Agreement

WHEREAS, Montgomery County, Texas ("County") and the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 8, 2010; and,

WHEREAS, Montgomery County Elections Administrator, Carol Gaultney, as Montgomery County's Elections Officer, has entered into separate agreements with each of the undersigned Participating Entities wherein the County's Elections Officer will administer elections occurring on May 8, 2010, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Elections Code ("Election Services Agreements"); and

WHEREAS, the County and all of the Participating Entities desire to enter into a joint election agreement for the purpose of sharing election equipment, election officials, precinct polling locations and electronic voting equipment where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The County and other Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 8, 2010.

II. Appoint Election Officer

The Participating Entities appoint Carol Gaultney, Montgomery County Elections Administrator, to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the May 8, 2010 Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court and/or authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment and training for each Participating Entity, are reflected in the cost estimate incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated in the Election Services Agreements.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and their respective Election Services Agreement, which costs are related to the May 8, 2010 election.
2. If for any reason Montgomery County or any other Participating Entity does not hold an Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the County and the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the County and the respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

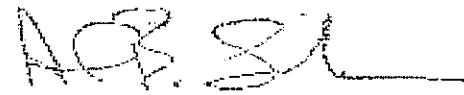
IN TESTIMONY WHEREOF, this Agreement is executed between the County and each Participating Entity on the dates indicated below.

See attached signature page(s):

DATE SIGNED:

December 21, 2009
Date

Signature:
Printed name:
Political Subdivision:



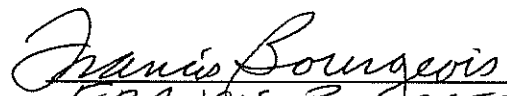
Alan B. Sadler
Montgomery County, Texas
All correspondence to be directed to:

Address:
City, State, Zip:
Telephone:
Fax:
Email:

Montgomery County Elections Officer
P. O. Box 2646
Conroe, Texas 77305-2646
(936) 539-7843
(936) 538-8143
carol.gaultney@mctx.org

12/22/2009
Date

Signature:
Printed name:
Political Subdivision:
Address:
City, State, Zip:
Telephone:
Fax:
Email:


FRANCIS BOURGEOIS
MCHD
200 RIVER POINT LITE 200
CONROE, TX 77304
(936) 523-5016
(936) 523-1103
ddaniel@mchd-tx.org

Date

Signature:
Printed name:
Political Subdivision:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Date

Signature:
Printed name:
Political Subdivision:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Agenda Item # 26



We Make a Difference!

December 2009 Salvage and Surplus

Item	Qty	Serial	Salvage/ Surplus	Notes
Vacant House**	1		Salvage	On Splendora property
Microwave Tower	1		Surplus	Retired after Control Point Move
VPN Concentrator 3005	1	CAM08178124	Salvage	End of life and not supported by Cisco
loveseat	1		Salvage	Removed from Sta. 12 due to wear and tear
medical supply cabinets	2		Salvage	Wooden with water damage
Microwave Oven	1	DE68-00307A	Salvage	Broken
Sofa	1		Salvage	Extreme wear and tear
Loveseat	1		Salvage	Extreme wear and tear
2003 Ford Chassis	1	VIN:1FDWF36F93EA35953	Surplus	Last reported mileage is: 242,119
Dispatch console		5823	Salvage	Broken