

**MINUTES 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., May 24, 2016 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

**1. Call to Order**

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

**2. Invocation**

Led by Mr. Grice

**3. Pledge of Allegiance**

Led by Ms. Whatley

**4. Roll Call**

Present:

Bob Bagley  
Chris Grice  
Harold Posey  
Sandy Wagner  
Kenn Fawn  
Georgette Whatley

Not Present:

Mark Cole

**5. Public Comment**

There were no comments from the public.

**6. Special Recognition –**

**Field –** Spencer Hall

**Non Field –** Kevin Piper and Walter Guillot

**7. Consider and act on ratification of contracts with additional network providers for indigent care. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of contracts with additional network providers for indigent care. Ms. Whatley offered a second and motion passed

unanimously.

8. **CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters.**

Mr. Randy Johnson, CEO presented a report to the board.

9. **EMS Director Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.**

Mr. Jared Cosper, EMS Director presented a report to the board.

10. **Consider and act on Toughbook RFP. (Mr. Fawn, Chair – EMS Committee)**

Mr. Fawn moved that MCHD award the contract for 15 patient care record computers (Toughbook's) to CDWG which was at the lowest bid price of \$ 53,400.00. Mr. Grice offered a second and motion passed unanimously.

11. **Consider and act on professional services agreement with Dr. Casey Patrick, MD. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn moved that we allow the CEO to enter into a professional services agreement for an Assistant Medical Director with Dr. Casey Patrick under the terms of the contract presented at today's meeting. Ms. Whatley offered a second. After board discussion motion passed five for (Mr. Grice, Mr. Posey, Mrs. Wagner, Mr. Fawn, and Ms. Whatley) to one opposed (Mr. Bagley).

12. **Consider and act on interlocal agreement for placement of five (5) used AED's with Montgomery Police Department for public health and safety. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn moved that MCHD provide five AED's to the City of Montgomery Texas per the interlocal agreement presented at this meeting. Ms. Whatley offered a second. After board discussion the motion passed unanimously.

13. **Consider and act on the purchase and installation of locks for EMS ambulances. (Mr. Fawn, Chair – EMS Committee)**

Mr. Fawn moved that we approve the purchase and installation of power locks to 25 ambulances by EMSAR for \$31,250.00. Mr. Grice offered a second.

After board discussion, Mr. Fawn made an amendment to his original motion for approval of installation of locks to 25 ambulances by EMSAR for \$31,250.00. Mr. Posey offered a second on the amended motion. Motion passed unanimously.

14. **Consider and act on approval to order six (6) Dodge Ram 4500 cab chassis with remounts and one (1) Dodge Ram 4500 cab chassis for new unit for FY 2016-2017. (Mr. Fawn, Chair – EMS Committee)**

Mr. Fawn moved that MCHD purchase seven (7) Dodge 4500 chassis for ambulance

remounts/new ambulance at a price of \$327,424.00 through HGAC contract. This motion further stipulates that maintenance costs for the 4500 will be as expected and if not; MCHD reserves the right to change to Dodge 3500 instead. Mr. Bagley offered a second. After board discussion motion passed unanimously.

15. **COO Report to include updates on infrastructure, facilities, radio system, warehousing, staff activities, community paramedicine, emergency management, and purchasing.**

Mrs. Melissa Miller, COO presented a report to the board.

16. **Consider and act on interlocal agreement for interoperability of radio systems with Harris County and City of Conroe, including rights to install ISSI-compliant hardware and maintenance of ISSI interconnection, together with duties and responsibilities therefor. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on interlocal agreement for interoperability of radio systems with Harris County and City of Conroe, including rights to install ISSI-compliant hardware and maintenance of ISSI interconnection, together with duties and responsibilities therefor. Mr. Grice offered a second and motion passed unanimously.

17. **Consider and act on purchase of equipment from Motorola for MCHD ISSI interconnect with Harris County purchased from HGAC Cooperative. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on purchase of equipment from Motorola for MCHD ISSI interconnect with Harris County purchased from HGAC Cooperative. Ms. Whatley offered a second and motion passed unanimously.

18. **Consider and act on interlocal agreement for use of public safety talk groups with PHI Air Medical, Inc. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on interlocal agreement for use of public safety talk groups with PHI Air Medical, Inc. Mr. Fawn offered a second and motion passed unanimously.

19. **Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.**

Mrs. Melissa Miller, COO presented a report to the board.

20. **Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. Mr. Fawn offered a second and motion passed unanimously.

- 21. Consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. (Mrs. Wagner, Chair – Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. Mr. Fawn offered a second and motion passed unanimously.

- 22. Presentation of preliminary Financial Report for seven months ended April 30, 2016 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

Mr. Randy Johnson, CEO presented a report to the board.

- 23. Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer - MCHD Board)**

Mr. Grice made a motion to consider and act on ratification of payment of District invoices. Ms. Whatley offered a second and motion passed unanimously.

- 24. Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Posey requested that agenda item 24 be tabled.

- 25. Secretary's Report - Consider and act on minutes for the April 30, 2016 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on minutes for the April 30, 2016 Regular BOD Meeting. Ms. Whatley offered a second and motion passed unanimously.

- 26. Consider and act upon granting an exception of the purchasing policy as per Chapter 9, Section A1 for emergency repair. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act upon granting an exception of the purchasing policy as per Chapter 9, Section A1 for emergency repair. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 27. Consider and act on the Cummins rebuilding of powerplant on MCHD Admin. Generator No. 1. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on the Cummins rebuilding of powerplant on MCHD Admin. Generator No. 1. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 28. Convene into executive session pursuant to section 551.074 of the Texas Government Code to deliberate personnel matters related evaluation of Chief Executive Officer, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)**

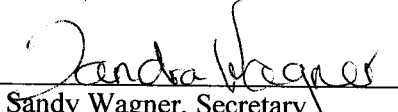
Mr. Posey requested that agenda item 28 be tabled until next month.

- 29. Reconvene from executive session and make recommendations if needed on matters relating to the evaluation of Chief Executive Officer, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)**

Mr. Posey requested that agenda item 29 be tabled until next month.

- 30. Adjourn**

Meeting adjourned at 5:15 p.m.

  
Sandy Wagner, Secretary

# Agenda Item #10



**To:** Board of Directors

**From:** Calvin Hon

**Date:** May 19, 2016

**Re:** Consider and Act on purchase of replacement patient care record computers RFP

MCHD annually replaces the oldest generation of ruggedized patient care record computers. The 3 year protection plus warranties have expired and they become costly to repair.

The sealed RFP was released April 18th, 2016, and the sealed bid closed May 9th, 2016. Three qualified bids were received. There were no local vendors.

MCHD budgeted \$56,000 for this annual computer replacement. The cost for this capital purchase is within budget for 15 units.

2016 Toughbook Bid Tabulation		Lowry Solutions	Rapid Express	CDWG
	Quantity	Unit Cost		
Laptop - CF-19ZE289CM	15	\$ 3,440.00	\$ 3,555.00	\$ 3,175.00
Warranty - CF-SVCLTNF3Y	15	\$ 248.50	included	\$ 200.00
RAM - CF_WMBA1308G	15	\$ 214.00	included	\$ 185.00
Shipping	15	\$ 0.00	\$ 12.00	\$ 0.00
	SubTotal	\$ 3,902.50	\$ 3,567.00	\$ 3,560.00
	Total	\$ 58,537.50	\$ 53,505.00	\$ 53,400.00

Staff is requesting to approve the purchase of 15 patient care record computers and award the bid to CDWG.

Fiscal Impact: Moderate

Yes No N/A

☒ ☐ ☐ Budgeted item?

☒ ☐ ☐ Within budget?

☐ ☒ ☐ Renewal contract?

☐ ☒ ☐ Special request?

THE STATE OF TEXAS

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CONTRACT OF PROFESSIONAL

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SERVICES

COUNTY OF MONTGOMERY

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This Agreement ("Agreement") is made effective the **15th day of June, 2016** ("Effective Date") between the Montgomery County Hospital District, acting by and through its Board of Directors herein referred to as "District" including its Chief Executive Officer Randy Johnson ("CEO"), and Casey Patrick, M.D. (herein referred to as "**Assistant Medical Director**"). It is the desire of the District to have Assistant Medical Director provide and undertake the duties and obligations herein expressed in the capacity of the District's EMS assistant medical director on a part-time basis in return for the consideration and other obligations herein stated.

#### Recitals

The District and its CEO desire to assure the availability of professional services of a qualified physician to serve in the role of assistant EMS medical director for purposes of assisting the District in connection with the duties and requirements set forth in the Scope of Services appended hereto as "Exhibit A", as well as those additional duties prescribed to Assistant Medical Director by the District and its CEO, (hereinafter collectively referred to as "**Assistant Medical Director Services**").

Assistant Medical Director has agreed to provide Assistant Medical Director Services, as hereinafter defined, to the District on an independent contractor basis, for the compensation stated herein.

NOW, THEREFORE, be it agreed by and between the District and Assistant Medical Director for and in consideration of the mutual obligations of the parties as set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

#### Section 1 – Definitions.

A. Assistant Medical Director Services- The term "**Assistant Medical Director Services**" shall mean those services prescribed to Assistant Medical Director that are set forth in the Scope of Services appended hereto as "**Exhibit A**", as well as those additional duties prescribed to Assistant Medical Director by the District and its CEO.

## Section 2 – Term And Termination

A. The initial term of this Agreement (“Initial Term”) shall commence on the 15th day of June, 2016 and shall continue for until close of business on the 15th day of June, 2019. Notwithstanding the foregoing, it is understood that this Agreement shall extend into future fiscal years of District only so long as the District’s Board of Directors has appropriated funding in amounts sufficient to cover its financial obligations herein.

B. Notwithstanding anything to the contrary contained herein, in the event the District or CEO learns of unsatisfactory practices and/or conduct by Assistant Medical Director in connection with his provision of Assistant Medical Director Services under this Agreement, the District shall have the option to immediately terminate this Agreement without further obligation, other than to pay on a prorated basis for the services provided by Assistant Medical Director through the date of termination, including the Monthly Retainer Fee described below.

C. This Agreement may be terminated without cause by either party by giving written notice to the other party at least thirty (30) days prior to termination.

D. Assistant Medical Director shall compile and submit a monthly invoice to the District for Assistant Medical Director Services provided under this Agreement for which are unpaid and owing to Assistant Medical Director. The District shall make payment from its budgeted appropriations to Assistant Medical Director for all amounts set forth on the monthly invoices it receives, to the extent not disputed, within Thirty (30) days of its receipt of the invoice from Assistant Medical Director.

## Section 3. – Description of Services.

Assistant Medical Director shall provide:

A. Under the express supervision and at the direction of the District’s Board of Directors and its CEO, and in the role of interim Public Information Officer, Assistant Medical Director will provide Assistant Medical Director Services at MCHD’s offices a minimum of Four (4) hours per week and remotely as needed, for an average of Eight to Ten (8 - 10) hours per week, during the Term of this Agreement. Assistant Medical Director agrees that additional hours may be needed for the provision of Assistant Medical Director Services;

B. Assistant Medical Director shall be accessible by telephone to the Board of Directors of the District, the CEO, and other third parties interacting with Assistant Medical Director in his role as Assistant Medical Director to answer questions and to assist in resolving issues, concerns and/or problems, including those arising from the services and matters identified in Exhibit A, appended hereto;



C. At CEO's request, Assistant Medical Director will periodically review of the District's EMS protocols and policies, systems, management and reporting procedures and will provide suggestions and/or input as to how such systems may be enhanced;

D. Any other duties of responsibilities, which may hereafter be agreed upon in writing, signed by both Assistant Medical Director and the District, acting through its Board of Directors or its CEO, which shall be appended hereto as amendments to this Agreement;

#### **Section 4 – License And Continuing Education.**

A. At all times during the term of this Agreement, including any renewal terms, Assistant Medical Director shall maintain in full force and effect the license and the annual registration issued to him by the Texas State Board of Medical Examiners, pursuant to Chapter 155, Texas Occupations Code, and all other licenses and certifications necessary to lawfully practice medicine within the State of Texas. In the event such licenses and/or certifications are revoked or suspended at any time, Assistant Medical Director shall immediately contact the CEO and notify him/her of such event and shall immediately cease providing Assistant Medical Director Services on behalf of the District. The District, at its sole option, may immediately terminate this Agreement should Assistant Medical Director not have a current medical license in effect at any time during the term of this Agreement, including any renewal terms.

B. Assistant Medical Director shall enroll in and complete continuing education courses as is necessary to provide Assistant Medical Director Services of a high degree of quality and standard under this Agreement

#### **Section 5– The District's Obligations.**

A. In consideration for Assistant Medical Director's provision of Assistant Medical Director Services, the District agrees to pay monthly compensation to Assistant Medical Director in the amount of **One Hundred Sixty-Five and No/100 Dollars (\$165.00) per hour** ("Hourly Fee"). In addition, Assistant Medical Director will be reimbursed by the District for his reasonable reimbursable expenses to the extent such are preapproved in writing.. Payment of the Hourly Fee and reimbursable expenses for the term of this Agreement shall be due within thirty (30) days of the District's receipt of Assistant Medical Director's monthly invoice to the District for Assistant Medical Director Services provided under this Agreement, as is contemplated under section 2(C) of this Agreement.

B. During the Term of this Agreement, the District shall provide to Assistant Medical Director sufficient office space, including equipment and furnishings as reasonably necessary for the performance of Assistant Medical Director's administrative functions, duties and requirements and to allow Assistant Medical Director to render Assistant Medical Director Services as defined herein.

C. Other than as set forth herein, Assistant Medical Director agrees that Assistant Medical Director is responsible for the payment of all expenses associated with Assistant Medical Director's services to the District. In addition, as an independent contractor, Assistant Medical Director shall be solely and completely responsible for all withholding as well as payment of taxes as may arise from Assistant Medical Director's receiving compensation from the District as an independent contractor under this Agreement. Assistant Medical Director shall not be entitled to any benefits afforded to District employees.

#### **Section 6 Mutual Obligations.**

A. The District, its CEO and Assistant Medical Director mutually agree to discuss and negotiate in good faith reasonable adjustments to the compensation to be paid to Assistant Medical Director if additional duties, consultations, supervisory requirements, or added Assistant Medical Director Services (beyond the parties' expectations at the time of commencement of this Agreement) are necessary for the provision of Assistant Medical Director Services hereunder. Such agreements regarding compensation adjustments shall be reduced to writing, executed by the parties and appended to this Agreement as amendments thereto.

#### **Section 7 – Records Management.**

A. Review by District. Assistant Medical Director will keep and maintain accurate books and records of the dates and time periods for which he has furnished Assistant Medical Director Services pursuant to this Agreement as well as patient records and other administrative records consistent with those created in providing Assistant Medical Director Services and shall allow the District to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. The District and Assistant Medical Director shall ensure that reasonable steps are undertaken to ensure patient confidentiality and that all HIPPA requirements are met in the sharing of records and information containing confidential and/or protected matters, to the extent applicable.

B. Records Maintenance and Review by State or Federal Agencies. All records created, amended and or maintained by Assistant Medical Director in connection with the provision of Assistant Medical Director Services for and on behalf of the District shall be provided and transferred on a monthly basis by Assistant Medical Director to the District by the Fifteenth (15<sup>th</sup>) day of the following month. All records created and/or maintained by Assistant Medical Director regarding the provision of Assistant Medical Director Services during a calendar month that have not been transferred to the District shall be made available by Assistant Medical Director for inspection and audit by governmental agencies as may be authorized by law to conduct

such inspections and/or audits. The obligations of Assistant Medical Director under this paragraph shall survive termination of this Agreement.

**Section 8 - Nondiscrimination Policy.**

A. Assistant Medical Director and the District agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

**Section 9 - Insurance and Indemnification.**

A. Assistant Medical Director shall procure and be responsible for maintaining one or more policies of malpractice and/or professional liability insurance coverage. It is agreed that at all times during the term of this Agreement, including any renewal terms, such malpractice liability coverage shall be maintained by Assistant Medical Director in an amount not less than One Hundred Thousand Dollars (\$100,000) per occurrence and Three Hundred Thousand Dollars (\$300,000) aggregate. Such policy(ies) shall not be terminated or reduced without at least thirty (30) days advance notice being provided to the District. The parties understand and agree that notwithstanding anything to the contrary contained herein, the lapse of malpractice liability insurance by Assistant Medical Director shall be grounds for the immediate termination of this Agreement by the District without further obligation or penalty, other than to pay for Assistant Medical Director Services provided by Assistant Medical Director through the date of termination. The parties agree that Assistant Medical Director shall be an independent contractor and not an employee of the District under this Agreement and that Assistant Medical Director shall purchase and maintain such professional liability insurance as will protect Assistant Medical Director and the District from any claims arising out of or incident to the services provided of this Agreement.

B. District agrees to reimburse Assistant Medical Director for his costs incurred in acquiring and maintaining the insurance coverages set forth in the preceding paragraph during the term of this Agreement. In order to receive reimbursement, Assistant Medical Director shall provide to District's CEO copies of the invoices for such insurance coverage, together with proof of payment. District shall reimburse Assistant Medical Director for such costs within thirty (30) days of its receipt of such documentation.

C. ASSISTANT MEDICAL DIRECTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS AND AGENTS FROM ALL CLAIMS OF ANY NATURE WHATSOEVER INCLUDING ALL DEFENSE COSTS INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES ARISING FROM ANY NEGLIGENT, RECKLESS OR ILLEGAL CONDUCT BY ASSISTANT MEDICAL DIRECTOR IN CONNECTION WITH THE ASSISTANT MEDICAL DIRECTOR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT. THIS INDEMNITY OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL BE IN FORCE AND EFFECT REGARDLESS OF WHETHER SUCH CLAIMS ARE COVERED BY APPLICABLE POLICIES OF INSURANCE.

**Section 10- Notices.**

A. All written communications provided for hereunder shall be deemed to be given when delivered in person or deposited in the United States Mail, First Class, Registered or Certified, Return Receipt Requested, with proper postage, prepaid addressed as follows:

**1) If to Assistant Medical Director, address to :**

Casey Patrick, M.D.  
74 Village Hill Drive  
Conroe, Texas 77304

**2) If to the District, address to:**

Randy Johnson, Chief Executive Officer  
Montgomery County Hospital District  
Montgomery County Hospital District Administration Building  
1400 South Loop 336 W.  
Conroe, TX. 77034

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

**Section 11 - Amendment.**

This Agreement shall not be amended or modified other than in a written agreement signed by all parties hereto.

**Section 12 – Miscellaneous**

- A. Controlling Law and Venue. This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Venue for any disputes arising under this Agreement shall lie in Montgomery County, Texas.
- B. Captions. The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- C. Non-assignability/Pledge of Revenues. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Assistant Medical Director without the prior written consent of the District. Assistant Medical Director shall not assign the compensation to be paid to Assistant Medical Director under this Agreement to any third party without the prior written consent of the District.
- D. Mutual Obligations. All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligations under the Agreement.
- E. Exclusive Rights. The District and Assistant Medical Director have the exclusive right to bring suit to enforce this Agreement and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.
- F. 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, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.
- G. Severability. If any provision of this Agreement shall be deemed void or invalid, such provision shall be deemed severed from the remainder of the Agreement which shall remain in full force and effect.
- H. Entire Agreement. This Agreement, together with all exhibits attached hereto, embody the entire agreement between the parties hereto relative to the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the District and Assistant Medical Director with respect to the subject matter of this Agreement. There are no representations and warranties between the District and Assistant Medical Director other than those contained in

this Agreement. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties to this Agreement.

I. Construction. Although drawn by one party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

J. Non-waiver. Failure of a party to exercise any right or remedy in the event of default by the other party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

K. Further Assurances. Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

L. Retention of Defenses. The Parties agree that, neither this Agreement nor the parties' performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon negligence.

M. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed to be an original.

N. Authority. The undersigned officers of the District and Assistant Medical Director by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws (to the extent applicable), policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original. This Agreement shall be effective the Effective Date set forth above, regardless of when it is executed by the parties hereto.

**MONTGOMERY COUNTY HOSPITAL DISTRICT**

By: \_\_\_\_\_

Randy Johnson, Chief Executive Officer

Date: \_\_\_\_\_

**ASSISTANT MEDICAL DIRECTOR:**

Casey Patrick, M.D.

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **ASSISTANT MEDICAL DIRECTOR SERVICES**

- Conduct frequent, timely case reviews with EMS and ALARM crews after events as identified by the Clinical Manager, Medical Director, to improve clinical performance and share difficult cases across the agency.
- Attend hospital, community, and strategic partner meetings as physician representative of MCHD EMS and the Medical Director as identified by the Medical Director and EMS Director.
- Employee rounding face to face with EMS providers at our stations and offices throughout the county, extending the initiatives of the Medical Director and DCS.
- Complete MCHD Emergency Vehicle Driver Training annually and respond to emergency calls to evaluate clinical performance and provide on the spot educational opportunities.
- Act as a Clinical Resource for the Community Paramedicine Program. Serve as head of the clinical rounds review and serve as a consult for difficult or unusual clinical requests by the Community Paramedics.

A handwritten signature in black ink, appearing to be 'B. J. Williams', is located in the lower right quadrant of the page.



STATE OF TEXAS                   §  
COUNTY OF MONTGOMERY       §

# INTERLOCAL AGREEMENT FOR PROVISION OF AED DEFIBRILLATORS FOR PUBLIC HEALTH

## SECTION 1. PARTIES TO AGREEMENT

- 1.1. This agreement ("Agreement") is made and entered into by and between the Montgomery County Hospital District (hereinafter "MCHD" and/or DISTRICT) and the City of Montgomery, Texas (hereinafter "CITY") on this the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"). MCHD and CITY are each units of local government within the meaning of the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, and are authorized pursuant to such Act to enter into an interlocal agreement for the services contemplated herein.
- 1.2. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and/or services hereinafter described.
- 1.3. The governing bodies of MCHD and CITY find that the subject of this Agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement, and that each party will pay for the performance of governmental functions or services from current revenues available to the paying party; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties, and that the consideration of this Agreement is fair, adequate, and reflective of the fair market values of the equipment, property, services, and other consideration given under this Agreement.

**SECTION II. MCHD PROVISION OF AED DEFIBRILLATORS TO THE CITY AND CITY'S DUTIES AND RESPONSIBILITIES IN CONNECTION THEREWITH**

- 2.1. Upon approval of this Agreement by the parties' respective governing boards, MCHD agrees to transfer to the CITY five (5) AED defibrillators to be used by the CITY, by and through its police department exclusively for use in matters related to public health, namely in emergency situations where it is determined that a person is exhibiting symptoms of life-threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia. The AED defibrillators to be transferred to CITY are more fully described in **Exhibit A** appended hereto and made a part of this Agreement.
- 2.2. It is contemplated by the parties that the CITY will provide for the maintenance and upkeep of the defibrillators identified in Exhibit A so that they remain operable at all

times. It is further contemplated by the parties that CITY, acting by and through its police department will provide adequate training to police officers and others utilizing the AED defibrillators so as to ensure their proper use.

- 2.3. MCHD expressly waives any rentals for the AED defibrillators transferred to the CITY pursuant to this Agreement, it being understood that such equipment will be used in connection with the provision of public health services.
- 2.4. The AED defibrillators provided by MCHD per this Agreement shall be exclusively used to pay public health purposes shall not be used for any other purpose. The AED defibrillators will remain the property of MCHD, but possession of such AED defibrillators will remain in the CITY for the term of this Agreement. CITY agrees to repair the AED defibrillators at CITY's sole expense during the term of this Agreement for any damages caused thereto by actions of the CITY's employees. CITY shall not assign rights to the AED defibrillators to any third party, nor shall CITY encumber or pledge said equipment for any indebtedness incurred by CITY.

### **SECTION III. TERM AND TERMINATION**

- 3.1 This Agreement shall commence on the date that it is last executed by the parties, and shall continue in force and effect for three (3) years. This Agreement may be renewed for additional terms by a written amendment executed by the parties.
- 3.2 At the termination of this Agreement, CITY shall return the AED defibrillators listed in **Exhibit A** to MCHD without the necessity of notice or demand therefor.

### **SECTION IV. PROGRESS MEETINGS**

- 4.1. MCHD and CITY, by and through their designated representatives shall meet and confer as often as mutually necessary to ensure the AED defibrillators and their use are beneficial to the residents. CITY agrees to share statistical reports and other reports (excluding any information made confidential by law) on matters pertaining to CITY'S use of the AED defibrillators and resulting outcomes to MCHD upon request.

### **SECTION V. CONFLICT OF INTEREST**

- 5.1. No official or employee of the MCHD and no employee of CITY, nor any officer or member of CITY'S governing board or body, and/or person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

### **SECTION VI. COMPLIANCE WITH LAWS**

- 6.1. The parties shall each comply with all applicable laws, ordinances, codes and

regulations of the state, local and federal governments in carrying out their respective obligations hereunder.

## **SECTION VII. INDEPENDENT CONTRACTOR**

- 7.1. It is expressly understood and agreed by both parties hereto that the MCHD is contracting with the CITY and vice-versa as an Independent Contractor and each party agrees to be independently and fully responsible for all claims, demands and causes of action of every kind and character which may be asserted by any third party as a result of a party's actions arising under this Agreement.

## **SECTION VIII. ORAL AND WRITTEN AGREEMENTS**

- 8.1. All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section III, between CITY and MCHD are expressly superseded by this Agreement.

## **SECTION IX. AMENDMENTS**

- 9.1. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

## **SECTION X. MISCELLANEOUS**

- 10.1. The Parties represent and warrant that they are fully authorized by law, and by their respective governing boards to carry out their respective obligations under this Agreement.
- 10.2. The persons signing this Agreement on behalf of the governmental entity so bound warrant and guarantee to having been duly authorized to execute this Agreement on behalf of the party so bound, and to validly and legally bind such party to all terms, performances and provisions herein set forth.
- 10.3. Either party shall have the right, at its option, to either temporarily suspend or permanently terminate performance under this Agreement, and/or terminate this Agreement if there is any dispute as to the legal authority of either party to enter into this Agreement and provide the services or funding contemplated herein.

EXECUTED in multiple counterparts, each of which shall have the force and dignity as an original on the Effective Date:

**CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
By: Honorable Kirk Jones

Title: Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Secretary

**MONTGOMERY COUNTY HOSPITAL DISTRICT**

\_\_\_\_\_  
By: Randy Johnson

Title: Chief Executive Officer

Date: \_\_\_\_\_

## **EXHIBIT A**

### **AED DEFIBRILLATORS TO BE TRANSFERRED FROM MCHD TO CITY**

1. Serial number 0403091157 Model# M3861A MCHD ID number NCA20189
2. Serial number 0901043014 Model# M3860 MCHD ID number 9866
3. Serial number 0103080341 Model# M3861A MCHD ID number NCA20190
4. Serial number 0103082390 Model# M3861A MCHD ID number NCA20187
5. Serial number 0402731840 Model# M3860A MCHD ID number 7486

5/21/10  
1547  
**Sullivan, Wayde**

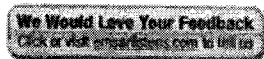
**From:** Myron Schmiedekamp <mschmiedekamp@emsartexas.com>  
**Sent:** Tuesday, September 01, 2015 11:55 AM  
**To:** Sullivan, Wayde  
**Cc:** 'Craig Dempsey'  
**Subject:** Estimate for power door lock install  
**Attachments:** CCF09012015\_0001.pdf

Wade, one of the estimates [\$1500.00] is for less than nine[9] units, due to travel and hotel rooms would not be able to be absorbed. The other [\$1250.00] is for nine[9] or more units because we can then, at least partially, absorb travel and hotel rooms. Please let me know if you have any questions. Thank you.

Thanks, Myron

**MYRON SCHMIEDEKAMP**

SERVICE TECHNICIAN  
AMBULANCE REPAIR TECHNICIAN  
AMBULANCE PARTS SPECIALIST  
EMSAR OF TEXAS  
14035 DUBLIN SQUARE  
SAN ANTONIO, TX 78217  
800-403-6727  
210-798-0346 fax  
Cell: 210-475-2901  
myron@emsartexas.com  
[WWW.EMSARTEXAS.COM](http://WWW.EMSARTEXAS.COM)



2013 FRANCHISE OF THE DECADE  
2012 FRANCHISE OF THE YEAR

Our new customer satisfaction survey site "EMSAR Listens" is now live. Please go to <http://survey.emsarlistens.com> and tell us about your experience and automatically be in the drawing for a New iPad Mini.

NOTICE: This e-mail may contain confidential information. It is intended only for the use of the person(s) named above. If you have received this e-mail in error, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify us immediately by reply e-mail, destroy all copies of the message, and delete the message from your system. Unless stated to the contrary, any opinions or comments contained in the e-mail are personal to the writer and do not represent the official view of the company. Thank you for your cooperation. Although this email and any attachments are believed to be free of any VIRUS or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and EMSAR OF TEXAS accepts no responsibility for any loss or damage.

# Service Report for

Work Order # 00174386 Date Issued: 8/24/2015 Service Provider: Texas

## Customer Information Montgomery County Hospital District

Montgomery County Hospital District  
301 George Stake Blvd.  
Conroe, TX 77304  
US

Contact: Wayde Sullivan  
Phone: 936-523-5021; 936-872-5413  
Input Date: 8/24/2015  
PO Reference:  
Primary Tech: Myron Schmiedekamp  
Work Completed: Invoice:

## Call Type: On Demand Service

Authorized by: Wayde

☐ If checked, replaced components are to be returned.

Problem Description: Wayde needed an estimate to install power door locks on three doors and a stealth switch in the front grill.

## Products Information:

Model	Serial	AssetID	Item Status
Corrective Action: These are Frazer units that are not prewired for power door locks. R&I door panels on three doors., R&I interior roof and side panels as necessary. Mount brackets & actuators. Mount front stealth switch and wire in. Also will have to tie in to OEM Dodge locks so they can work from the fobs. Doors will have to be drilled for the contact switches to the actuators. Wires will have to be run for all the installed components.			

## Parts Replaced

Qty	SKU	Item	Price	Used On	Technician
1.00	Ambulance Repair	Ambulance Repair	1500.00	Install pwr locks <9	Myron Schmiedekamp, Myron
1.00	Ambulance Repair	Ambulance Repair	1250.00	Install pwr locks >9	Myron Schmiedekamp, Myron

## Parts Sent

Qty	SKU	Item	Shipped by	Tracknumber
-----	-----	------	------------	-------------

Ticket 1: Sent To Franchise

None Identified

## Customer Signature:

## Repair Charges

EMSAR Service Center Invoice #:

Misc. Cost: \_\_\_\_\_

Parts Cost:

Repair Total: \$2,750.00

25 locks x \$1250 ea.

\$ 31,250

David Medina, 380 S 3rd St. Raymondville, TX, (800) 403-6727  
Web Site: www.emsar.com Email: info@emsar.com

Vendor # SAN 104  
Project # 000704  
GIL: 52755

**Cost Analysis**  
**Dodge Ram 3500 vs 4500**

	3500	4500
<b>Tires</b>		
Price (for 6)	\$1,048.80	\$1,992.00
Change Interval	38,018 miles	77,086 miles
<b>Brakes</b>		
Cost - Front	\$450.27	\$ 836.25
Cost - Rear	\$820.59	\$ 1,338.11
Change Interval-Front	45,882 miles	100,000 miles
Change Interval-Rear	49,529 miles	85,675 miles
<b>Preventive Maintenance</b>		
Schedule A (parts)	\$ 48.55	\$ 48.55
Schedule B	\$ 154.45	\$ 154.45
Schedule C	\$ 420.89	\$ 420.89
Schedule D	\$ 442.21	\$ 442.21
Schedule E (50K)	\$ 758.10	\$ 758.10
Schedule E (100K)	\$ 1,863.91	\$ 1,863.91
Schedule G	\$ 1,236.65	\$ 1,236.65
<b>Weight</b>		
Gross Vehicle Rated	14,300 lbs	16,500 lbs
Gross Vehicle Weight	12,280 lbs	12,640 lbs
Loaded Vehicle Weight	13,500 lbs	14,480 lbs

Note: The 4500 information comes from the one 2012 which currently has 141,871 miles on it.  
The 3500 information is an average of vehicles in the fleet.



DATE: 05/19/2016  
TIME: 03:17 p.m.

ID: 5-115/MPKL

PAGE: 1

PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: 09-14 FRONT BRAKE JOB

3500

PART NUMBER: 09-14 FRONT BRAKE JOB  
ALTERNATE #: 09-14 FRONT BRAKE JOB

NAME: DODGE 09-14 FRONT BRAKE KIT  
BIN: VMRS-CODE:013-046-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
A 1.8	PFC1399.20	DODGE FRONT BRAKE PADS 09-UP	1.0
A 2	E0AZ2149B	GASKET BRAKE LINE F350	4.0
A 2.4.6	68049153AA	DODGE 09 FRONT BRAKE PIN KIT	2.0
A 2.8	68049151AC	09 DODGE CALIPER FRONT	1.0
A 2.9	68049150AC	09 DODGE CALIPER FRONT RIGHT	1.0
A 3.6	53057C	09 DODGE FRONT ROTOR	2.0
BAYS	DOT3	BRAKE FLUID	0.7
TOTAL COST:			\$450.246

DATE: 05/19/2016  
TIME: 03:18 p.m.

ID: 5-115/MPKL

PAGE: 1

PARTKIT LIST BY PART NUMBER

FACILITY: 00001

PARTKIT NUMBER: 14-UP REAR BRAKE JOB

3500

PART NUMBER: 14-UP REAR BRAKE JOB  
ALTERNATE #: 14-UP REAR BRAKE JOB

NAME: 2014 AND UP DODGE CUMMINS REAR BRAKE JOB  
BIN: VMRS-CODE:000-000-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
A 1.5.1.3	5086983AA	REAR WHEEL SEAL DODGE	2.0
A 1.5.2	5086767AC	DODGE 3500 AXLE FLANGE SEAL	2.0
A 1.6	PFC1400.20	DODGE REAR BRAKE PADS 09-UP	1.0
A 2	E0AZ2149B	GASKET BRAKE LINE F350	4.0
A 2.4.5	68049161AB	09 DODGE REAR BRAKE PIN KIT	2.0
A 2.5.1	05086772AA	09-14 OUTER HUB BEARING	2.0
A 2.5.2	68049109AA	09-14 REAR OUTER RACE DODGE	2.0
A 2.5.3	68049099AA	09-14 DODGE REAR INNER RACE	2.0
A 2.5.4	05086982AA	09-14 INNER HUB BEARING	2.0
A 2.6	68049155AB	REAR CALIPER 09 DODGE	1.0
A 2.7	68049154AB	REAR CALIPER 09 DODGE	1.0
A 3	68188899AA	14 DODGE REAR ROTOR	2.0
BAYS	DOT3	BRAKE FLUID	0.7
TOTAL COST:			\$845.671

DATE: 05/19/2016  
TIME: 03:18 p.m.

ID: 5-115/MPKL

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PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: 4500 FRONT BRAKE JOB

4500

PART NUMBER: 4500 FRONT BRAKE JOB  
ALTERNATE #: 4500 FRONT BRAKE JOB

NAME: SHOP 44 FRONT BRAKE JOB  
BIN: VMRS-CODE:000-000-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
A 2	E0AZ2149B	GASKET BRAKE LINE F350	4.0
BAYS	DOT3	BRAKE FLUID	2.0
J 2.1.1.3	68034090AA	DODGE 4500 BRAKE PIN KIT	2.0
J 2.1.3.3	68034093AD	DODGE 4500 FRONT BRAKE PADS	1.0
J 2.2	52013842AA	DODGE 4500 FRONT BRAKE ROTOR	2.0
J 2.4	68034096AB	DODGE 4500 CALIPER LEFT	1.0
J 2.5	68034097AB	DODGE 4500 CALIPER RIGHT	1.0
TOTAL COST:			\$836.250

DATE: 05/19/2016  
TIME: 03:18 p.m.

ID: 5-115/MPKL

PAGE: 1

PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: 4500 REAR BRAKE JOB

4500

PART NUMBER: 4500 REAR BRAKE JOB  
ALTERNATE #: 4500 REAR BRAKE JOB

NAME: SHOP 44 REAR BRAKE JOB  
BIN: VMRS-CODE:013-047-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
A 2	E0AZ2149B	GASKET BRAKE LINE F350	4.0
BAYS	DOT3	BRAKE FLUID	2.0
J 2.1.1.1	68026490AA	DODGE 4500 OUTER RACE	2.0
J 2.1.1.2	68026489AA	DODGE 4500 INNER RACE	2.0
J 2.1.1.3	68034090AA	DODGE 4500 BRAKE PIN KIT	2.0
J 2.1.2.1	68036469AA	DODGE 4500 OUTER BEARING	2.0
J 2.1.2.2	68036465AA	DODGE 4500 INNER BEARING	2.0
J 2.1.3.1	68036471AB	DODGE 4500 WHEEL SEAL	2.0
J 2.1.3.2	68036474AA	DODGE 4500 REAR HUB O-RING	2.0
J 2.3	52013843AB	DODGE 4500 REAR BRAKE ROTOR	2.0
J 2.4	68034096AB	DODGE 4500 CALIPER LEFT	1.0
J 2.5	68034097AB	DODGE 4500 CALIPER RIGHT	1.0
TOTAL COST:			\$1,338.110

DATE: 05/19/2016  
TIME: 03:15 p.m.

ID: 5-115/MPKL

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PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: PM A CUMMINS BIG

PART NUMBER: PM A CUMMINS BIG  
ALTERNATE #: PM A DODGE CUMMINS

NAME: CUMMINS BIG A/C  
BIN: VMRS-CODE:066-001-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
G 1.2	46930	CUMMINS AIR FILTER DODGE	1.0
G 2.7	57620	CUMMINS OIL FILTER DODGE	1.0
H 1.5	551951	20X18 AC FILTER	1.0
OIL AREA	137	DIESEL TREAT 2000 PREMIUM DIESEL	0.5
SHOP	0700055	15W40 SUPREME 7000 SYNTHETIC PLUS	2.0
		TOTAL COST:	\$48.547

DATE: 05/19/2016  
TIME: 03:20 p.m.

ID: 5-115/MPKL

PAGE: 1

PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: PM B 2014 CUMMINS BIG

PART NUMBER: PM B 2014 CUMMINS BIG  
ALTERNATE #: PM B 2014 CUMMINS BIG

NAME: PM B 2014 CUMMINS BIG A/C  
BIN: VMRS-CODE:000-000-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
G 1.2	46930	CUMMINS AIR FILTER DODGE	1.0
G 2.3	68197867AA	2014 CUMMINS PRIMARY FUEL FILTER	1.0
G 2.4	68157291AA	2014 CUMMINS SECONDARY FUEL FILTER	1.0
G 2.7	57620	CUMMINS OIL FILTER DODGE	1.0
H 1.5	551951	20X18 AC FILTER	1.0
OIL AREA	137	DIESEL TREAT 2000 PREMIUM DIESEL	0.5
SHOP	0700055	15W40 SUPREME 7000 SYNTHETIC PLUS	2.0
		TOTAL COST:	\$154.452

DATE: 05/19/2016  
TIME: 03:21 p.m.

ID: 5-115/MPKL

PAGE: 1

PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: PM C CUMMINS 2014 BIG

PART NUMBER: PM C CUMMINS 2014 BIG      NAME: 2014 CUMMINS  
ALTERNATE #: PM C CUMMINS 2014 BIG      BIN:      VMRS-CODE:066-003-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
G 1.2	46930	CUMMINS AIR FILTER DODGE	1.0
G 2.3	68197867AA	2014 CUMMINS PRIMARY FUEL FILTER	1.0
G 2.4	68157291AA	2014 CUMMINS SECONDARY FUEL FILTER	1.0
G 2.7	57620	CUMMINS OIL FILTER DODGE	1.0
G 3.10	68224232AA	2014 CUMMINS TRANS FILTER	1.0
G 3.9	68214914AA	2014 CUMMINS TRANS PAN GASKET	1.0
G 5.2	68002433AB	CUMMINS BREATHER DODGE	1.0
H 1.5	551951	20X18 AC FILTER	1.0
OIL AREA	137	DIESEL TREAT 2000 PREMIUM DIESEL	0.5
SHOP	0205A400	AUTOMATIC TRANSMISSION FLUID SCHAFER	10.0
SHOP	0700055	15W40 SUPREME 7000 SYNTHETIC PLUS	12.0
		TOTAL COST:	\$420.892

DATE: 05/19/2016  
TIME: 03:21 p.m.

ID: 5-115/MPKL

PAGE: 1

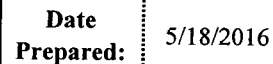
PARTKIT LIST BY PART NUMBER  
FACILITY: 00001  
PARTKIT NUMBER: PM D CUMMINS 2014 BIG

PART NUMBER: PM D CUMMINS 2014 BIG  
ALTERNATE #: PM D CUMMINS 2014 BIG

NAME: 2014 CUMMINS BIG A/C FILTER  
BIN: VMRS-CODE:066-004-000

COMPONENTS: BIN	PART NUMBER	DESCRIPTION	QUANTITY
G 1.2	46930	CUMMINS AIR FILTER DODGE	1.0
G 2.3	68197867AA	2014 CUMMINS PRIMARY FUEL FILTER	1.0
G 2.4	68157291AA	2014 CUMMINS SECONDARY FUEL FILTER	1.0
G 2.7	57620	CUMMINS OIL FILTER DODGE	1.0
G 3.10	68224232AA	2014 CUMMINS TRANS FILTER	1.0
G 3.9	68214914AA	2014 CUMMINS TRANS PAN GASKET	1.0
G 5.2	68002433AB	CUMMINS BREATHER DODGE	1.0
H 1.5	551951	20X18 AC FILTER	1.0
OIL AREA	137	DIESEL TREAT 2000 PREMIUM DIESEL	0.5
SHOP	0205A400	AUTOMATIC TRANSMISSION FLUID SCHAFFER	10.0
SHOP	0700055	15W40 SUPREME 7000 SYNTHETIC PLUS	12.0
TIRE BAY	75W90B	REAR END GEAR OIL	4.0
TOTAL COST:			\$442.208





<b>G. Total Purchase Price (D+E+F):</b>	327424
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**INTERLOCAL AGREEMENT FOR INTEROPERABILITY OF  
PUBLIC SAFETY RADIO SYSTEMS**

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

§  
§  
§  
§

This **INTERLOCAL AGREEMENT FOR INTEROPERABILITY OF PUBLIC SAFETY RADIO SYSTEMS** ("Agreement") is made on the date last signed by the parties hereto ("Effective Date"), by and between **HARRIS COUNTY, TEXAS**, acting through its Commissioners Court, **CITY OF CONROE, TEXAS**, acting through its City Council, and **MONTGOMERY COUNTY HOSPITAL DISTRICT, TEXAS**, acting through its Board of Directors (hereinafter referred to as "Hospital District").

**WITNESSETH:**

**WHEREAS**, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Section 791.011 of the TEXAS GOVERNMENT CODE; and

**WHEREAS**, the Parties to this Agreement desire to enhance public safety operations by improving public safety radio system interoperability between their respective public safety departments during local and regional emergency events; and

**WHEREAS**, the Parties have determined it would be in the best interests of their respective citizens to cooperate and coordinate efforts to increase public safety radio system interoperability between their respective emergency radio systems.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by the Parties.
- B. "Effective Date" means the date when this Agreement is last signed by a party hereto.
- C. "Party" or "Parties" means a party to this Agreement, individually or collectively.
- D. "Public Safety Radio System" means a Party's P-25 compliant public safety radio system

**ARTICLE II  
TERM**

- A. The term of this Agreement is one year ("Annual Term") and shall commence on the Effective Date. Thereafter, this Agreement will automatically renew for 10 successive one-year terms, subject to termination as provided herein.

**ARTICLE III  
OBLIGATIONS AND RIGHTS OF HOSPITAL DISTRICT**

- A. Hospital District expressly grants to the other Parties the right to connect to its Public Safety Radio System through ISSI-compliant hardware and software, as described herein, so as to provide interoperability of such system to the other Parties' public safety responders.
- B. Hospital District agrees not to assign or convey rights to any licensed frequencies that it may own and for which it provides interoperability hereunder and Hospital District shall remain the licensee for its frequencies.

**ARTICLE IV  
OBLIGATIONS AND RIGHTS OF CITY OF CONROE**

- A. City of Conroe expressly grants to the other Parties the right to connect to its Public Safety Radio System through ISSI-compliant hardware and software, as described herein, so as to provide interoperability of such system to the other Parties' public safety responders.
- B. City of Conroe agrees not to assign or convey rights to any licensed frequencies that it may own and for which it provides interoperability hereunder and City of Conroe shall remain the licensee for its frequencies.

**ARTICLE V  
OBLIGATIONS AND RIGHTS OF HARRIS COUNTY**

- A. Harris County expressly grants to the other Parties the right to connect to its Public Safety Radio System through ISSI-compliant hardware and software, as described herein, so as to provide interoperability of such system to the other Parties' public safety responders.
- B. Harris County agrees not to assign or convey rights to any licensed frequencies that it may own and for which it provides interoperability hereunder and Harris County shall remain the licensee for its frequencies.

## **ARTICLE VI ISSI CONNECTION**

- A. In connection with the foregoing obligations and rights of the Parties, the Parties mutually agree to maintain an Inter RF Subsystem Interface (ISSI) interconnection with one another during the term of this Agreement for purposes of enhanced interoperability of their respective Public Safety Radio Systems consistent with the purposes outlined in the recitals and terms of this Agreement. Each party shall bear the cost and expense for maintaining its end of the ISSI interconnection, including any necessary hardware, software or other equipment.
- B. Notwithstanding the provisions of the preceding paragraph, Hospital District and City of Conroe shall collectively purchase the hardware and software identified in Exhibit A appended hereto for purposes of creating the ISSI interconnection with the Harris County Public Safety Radio System. Harris County agrees to provide the necessary installation and configuration of the hardware and software for the ISSI interconnection on its Public Safety Radio System. Hospital District and City of Conroe agree to memorialize their respective contributions and undertakings in connection with the purchase and installation of the equipment and software identified in Exhibit A in a separate agreement.

## **ARTICLE VII FUNDING AND COMPENSATION**

- A. Other than as specifically set forth in Article VI. Paragraph B, the Parties agree that each Party will pay for its own performance of governmental functions or services that it performs in furtherance of this Agreement. The Party shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due. In the event a Party does not appropriate or allocate funds for the purpose of this Agreement, the sole remedy of the other Party is to terminate this Agreement.
- B. The Parties shall not charge each other any fees for use of a Party's Public Safety Radio System once the ISSI interface is completed and operable. Each Party agrees that enhanced interoperability of the Parties' Public Safety Radio Systems is adequate consideration for the usage rights granted to each other hereunder.
- C. The Parties expressly understand and agree that any of their respective duties to pay money to another Party under this Agreement is limited in its entirety by the provisions of this Agreement. The Parties recognize that under certain provisions of Texas law, a Party may not obligate itself by contract to an extent in excess of an amount therefor appropriated by its governing board. The Hospital District and City of Conroe further recognize that no funds have been appropriated by the Commissioners Court of Harris County toward the performance of their respective obligations under this Agreement. A Party's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against another Party and no right to damages of any kind.

**ARTICLE VIII  
DEFAULT AND TERMINATION**

- A. If, at any time during the term of this Agreement or during any renewal term, a Party defaults under any provision of this Agreement, one or more non-defaulting Parties will provide the defaulting Party written notice of such default, specifying the nature of the default. The defaulting Party will have 30 days after receipt of the written notice to commence cure of the default. In the event the defaulting Party fails to commence cure of the default within the 30 day period, or to thereafter reasonably prosecute the cure to completion, one or more non-defaulting Parties shall have the right to immediately terminate this Agreement and shall also have the right to pursue any and all other available legal or equitable remedies.
- B. In addition to termination as provided in Section A above, this Agreement shall also terminate:
- 1) Immediately as to any of the licensed frequency covered by this Agreement if the license(s) or authorization(s) for a Party's use of a license revoked by the Federal Communications Commission ("FCC") or other proper licensing authority; or
  - 2) Upon a Party giving the other Parties 60 day's prior written notice of its intent to terminate this Agreement.
- C. Upon termination of this Agreement all usage rights to a Party's Public Safety Radio System shall immediately revert to the owner of such system, respectively.

**ARTICLE IX  
NONDISCLOSURE**

- A. To the extent allowed by law, the parties agree to maintain confidentiality of all communications and technical information that is shared under this Agreement. In addition, on or before the effective date of this Agreement the parties shall execute the non-disclosure agreement appended hereto.

**ARTICLE X  
NOTICES**

- A. All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, postage pre-paid, and properly addressed as follows:

If to Harris County,  
to the following address:

with duplicate Copy to:

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

If to City of Conroe,  
to the following address:

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

with duplicate Copy to:

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

If to Hospital District,  
to the following address:

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

with duplicate Copy to:

Montgomery County Hospital District  
Randy Johnson, CEO  
P.O. Box 478  
Conroe, Texas 77304

Greg Hudson  
Hudson & O'Leary LLP  
1010 MoPac Circle, Suite 201  
Austin, Texas 78746

- B. All notices and communications under this Agreement shall be effective when actually received by the Party to whom such notice is given. Any Party may change its address or authorized agent by giving written notice to other Party.

#### ARTICLE XI

#### NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY

- A. **NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTY TO THIS AGREEMENT AND THE PARTIES EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PARTY HERETO.**

**IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY PARTY INDIVIDUALLY UNDER TEXAS LAW. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SOLE**

**NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

- B. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **ARTICLE XII GENERAL PROVISIONS**

- A. **Authorization.** The Parties will obtain appropriate approvals or authorizations from their governing bodies as required by law.
- B. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of joint venture between the Parties, it being understood and agreed that no provision contained in this Agreement, nor any acts of a Party hereto be deemed to create any relationship between the Parties other than the contractual relationship established under this Agreement.
- C. **Compliance with Law.** The Parties agree to observe and abide by all applicable Federal, State, and local statutes, laws, rules, and regulations, including but not limited to those of the FCC. The Parties acknowledge and agree that should any of the applicable statutes, rules, regulations or administrative rules change during this Agreement, and if the changes necessitate the amendment of this Agreement, then the Parties will reasonably cooperate with each other in making any necessary amendments.
- D. **Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- E. **Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Montgomery County and Harris County, Texas. Except for any claims against Harris County, for which venue shall lie in Harris County, venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Montgomery County, Texas.
- F. **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party. Parties shall not convey any right to use any frequencies of another Party to a third party without the prior written consent of the other Party.

- G. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- H. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.
- I. **Amendment of Agreement.** The Parties may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of the Parties.

**(The rest of this page has been intentionally left blank).**



The Parties have executed this Agreement in multiple copies, each of which is an original.

**HARRIS COUNTY, TEXAS**

\_\_\_\_\_  
Ed Emmett  
County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Amy Gros  
Assistant County Attorney  
C.A. File 16GEN0436

**MONTGOMERY COUNTY  
HOSPITAL DISTRICT**

\_\_\_\_\_  
Randy Johnson  
Chief Executive Officer

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Donna Daniel, Secretary

**CITY OF CONROE, TEXAS**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

**EXHIBIT A**

**ISSI HARDWARE AND SOFTWARE TO BE  
PURCHASED AND INSTALLED BY HOSPITAL DISTRICT  
AND CITY OF CONROE**



**Attention:**  
Justin Evans  
MCHD  
5/5/2016

**Prepared By:**  
Chris Matthieu  
(832) 689-0833  
[c.matthieu@motorolasolutions.com](mailto:c.matthieu@motorolasolutions.com)

## MCHD ISSI 8000 (Automatic Roaming)

Subject to HGAC Contract - RA05-15

Subject to HGAC Contract - RA05-15	Equipment	\$	130,824.70
	HGAC Fee		Included
	Installation		Not Included
<b>TOTAL</b>		<b>\$</b>	<b>130,824.70</b>

**AGREEMENT FOR USE OF  
MONTGOMERY COUNTY HOSPITAL DISTRICT PUBLIC SAFETY RADIO SYSTEM  
TALKGROUPS**

<b>THE STATE OF TEXAS</b>	<b>§</b>
	<b>§</b>
<b>COUNTY OF MONTGOMERY</b>	<b>§</b>

This **AGREEMENT FOR USE OF PUBLIC SAFETY RADIO SYSTEM TALKGROUPS** ("Agreement") is made on the date this Agreement is countersigned by PHI AIR MEDICAL, INC. ("Effective Date"), by and between the **PHI AIR MEDICAL, INC.**, a corporation lawfully allowed to do business in the State of Texas, acting by and through its duly authorized officer and representative (hereinafter referred to as "PHI"), and **MONTGOMERY COUNTY HOSPITAL DISTRICT, TEXAS**, a political subdivision of the State of Texas, acting by and through its Board of Directors (hereinafter referred to as "Hospital District").

**WITNESSETH:**

**WHEREAS**, PHI and Hospital District desire to enhance public safety operations by providing radio interoperability between PHI and local public safety and critical infrastructure agencies/utilities in severe weather incidents and other regional emergency events and interoperability use; and

**WHEREAS**, PHI and Hospital District have determined it would be in the best interests of the citizens of Montgomery County and Hospital District to cooperate and coordinate efforts for MCHD to provide PHI with interoperability of the parties' respective radio systems, by allowing PHI to join into and utilize certain MCHD talkgroups on MCHD's radio system.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by PHI and Hospital District.
- B. "PHI" is defined in the preamble of this Agreement and includes its successors and assigns.
- C. "Effective Date" means the date shown as the date this Agreement is countersigned by PHI on the signature page.

- D. "Hospital District" is defined in the preamble of this Agreement and includes its successors and assigns.
- E. "Hospital District Talkgroups" means the specific public safety radio system frequency talkgroups listed in Article III, Section A.
- F. "Party" or "Parties" means Hospital District and PHI individually or collectively.
- G. "Talkgroup" or "Talkgroups" means Hospital District's Talkgroups individually or collectively. A talkgroup is an identification of an electronic location where authorized participants may communicate with each other.

## ARTICLE II TERM

- A. The term of this Agreement is one year ("Annual Term") and shall commence on the Effective Date. Thereafter, this Agreement will automatically renew for 10 successive one-year terms, subject to termination as provided herein.

## ARTICLE III OBLIGATIONS AND RIGHTS OF HOSPITAL DISTRICT

- A. Hospital District grants to PHI the right to program its radio system to communicate with the specific public safety radio system talkgroups listed below (known collectively as "Hospital District Talkgroups") which are licensed to Hospital District:

Pos #	Description	Display
***	<b>SYSTEM: Hospitals</b>	<b>HOSPITAL</b>
A01	EMS Primary/ALERT	EMS 1
A02	EMS Secondary	EMS 2
A03	Med Tac 1 (CFD)	MEDTAC 1
A04	Med Tac 2 (CFD)	MEDTAC 2
A05	Med Tac 3 (County)	MEDTAC 3
A06	Med Tac 4 (County)	MEDTAC 4
A07	Lake Rescue 1	LAKERES1
A08	Conroe Regional	CRMC
A09	Memorial Hermann	MHTW
A10	Kingwood Hospital	KINGWOOD
A11	St. Luke's Woodlands	ST LUKES
A12	Tomball Hospital	TOMBALL
A13	Memorial Hermann 24	MH24
A14	Tri-county ICES	PETC
A15	St. Luke's Lakeside	LAKESIDE

- B. Hospital District is not assigning or conveying to PHI rights to any license for Hospital District Talkgroups hereunder and Hospital District shall remain the licensee for Hospital District Talkgroups.

#### **ARTICLE IV OBLIGATIONS AND RIGHTS OF PHI**

- A. PHI shall utilize Hospital District Talkgroups in a way that enhances regional radio interoperability and public safety.
- B. PHI will honor any reasonable rules and directives of Hospital District in connection with PHI's use of Hospital District Talkgroups.
- C. PHI agrees to meet and confer with Hospital District representatives as may be requested to discuss and resolve any Hospital District concerns regarding the terms and conditions of this Agreement, including PHI's use of the Hospital District Talkgroups.

#### **ARTICLE V FUNDING AND COMPENSATION**

- A. The Parties agree that each Party will pay for its own performance of the functions or services that it performs in furtherance of this Agreement. In the event a Party does not appropriate or allocate funds for the purpose of this Agreement, the sole remedy of the other Party is to terminate this Agreement.
- B. Hospital District shall not charge PHI any fees for use of the Talkgroups. Hospital District and PHI agrees that enhanced interoperability of the regional public safety radio system is adequate consideration for the usage rights granted to PHI hereunder.

#### **ARTICLE VI DEFAULT AND TERMINATION**

- A. If, at any time during the term of this Agreement or during any renewal term, either Party defaults under any provision of this Agreement, the non-defaulting Party will provide the defaulting Party written notice of such default, specifying the nature of the default. The defaulting Party will have 30 days after receipt of the written notice to commence cure of the default. In the event the defaulting Party fails to commence cure of the default within the 30 day period, or to thereafter reasonably prosecute the cure to completion, the non-defaulting Party shall have the right to immediately terminate this Agreement and shall also have the right to pursue any and all other available legal or equitable remedies.

- B. In addition to termination as provided in Article VI, Section A herein, this Agreement shall also terminate:
- 1) Immediately as to any of the Talkgroups covered by this Agreement if the license(s) or authorization(s) for Hospital District's Talkgroups is revoked by the Federal Communications Commission ("FCC") or other proper licensing authority; or
  - 2) Upon either Party giving the other Party 60 day's prior written notice of its intent to terminate this Agreement.
- C. Upon termination of this Agreement with respect to any of the Talkgroups identified in Article III, Section A, of this Agreement, all usage rights for the Talkgroups for which usage rights are terminated shall immediately revert to the Hospital District, if consistent with Hospital District's FCC licensure.

## **ARTICLE VII NONDISCLOSURE AGREEMENT**

- A. To the fullest extent allowed by law, the parties agree to maintain confidentiality of all communications and technical information that is shared or broadcast on the Talkgroups identified in Article III, Section A of this Agreement. Each party shall promptly advise the other party of any third-party requests for information that pertain to any communications and/or technical information that may be shared or broadcast on the Talkgroups identified in Article III, Section A of this Agreement.

## **ARTICLE VIII NOTICES**

- A. All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, postage pre-paid, and properly addressed as follows:

If to PHI, to the following address:

with duplicate Copy to:

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

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

If to Hospital District, to the following address: with duplicate Copy to:

Montgomery County Hospital District  
Randy Johnson, CEO

Greg Hudson  
Hudson & O'Leary LLP

P.O. Box 478  
Conroe, Texas 77304

1010 MoPac Circle, Suite 201  
Austin, Texas 78746

- B. All notices and communications under this Agreement shall be effective when actually received by the Party to whom such notice is given. Any Party may change its address or authorized agent by giving written notice to other Party.

**ARTICLE IX  
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. **NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTY TO THIS AGREEMENT AND THE PARTIES EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF PHI OR HOSPITAL DISTRICT.**

**IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY PARTY INDIVIDUALLY UNDER TEXAS LAW. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

- B. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE X  
GENERAL PROVISIONS**

- A. **Authorization.** The Parties will obtain appropriate approvals or authorizations from their governing bodies as required by law.
- B. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of joint venture between Hospital District and



PHI, it being understood and agreed that no provision contained in this Agreement, nor any acts of Hospital District or PHI, shall be deemed to create any relationship between Hospital District and PHI other than the contractual relationship established under this Agreement.

- C. **Compliance with Law.** Both Parties agree to observe and abide by all applicable Federal, State, and local statutes, laws, rules, and regulations, including but not limited to those of the FCC. The Parties acknowledge and agree that should any of the applicable statutes, rules, regulations or administrative rules change during this Agreement, and if the changes necessitate the amendment of this Agreement, then the Parties will reasonably cooperate with each other in making any necessary amendments.
- D. **Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- E. **Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Montgomery County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Montgomery County, Texas.
- F. **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party. Parties shall not convey any right to use any Talkgroup(s) to a third party without the prior written consent of the other Party.
- G. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- H. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.
- I. **Amendment of Agreement.** Hospital District and PHI may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both Parties.

(The rest of this page has been intentionally left blank).

The Parties have executed this Agreement in multiple copies, each of which is an original.

**MONTGOMERY COUNTY  
HOSPITAL DISTRICT**

**PHI AIR MEDICAL, INC.**

\_\_\_\_\_  
Randy Johnson  
Chief Executive Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Donna Daniel, Secretary

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:



**Attention:**  
Justin Evans  
MCHD  
2/22/2016

**Prepared By:**  
Chris Matthieu  
(832) 689-0833  
c.matthieu@motorolasolutions.com

### MCHD ISSI 8000 (Automatic Roaming)

Subject to HGAC Contract - RA05-15

Equipment	\$	261,649.40
HGAC Fee		Included
Installation		Not Included
	\$	261,649.40

**TOTAL**



HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

TERMS: Payable in U. S. Dollars at time of receipt unless credit has been approved in advance. Invoices with approved credit are due NET 10TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. Past due invoices are subject to interest charges at the rate of 1.5% per month (18% per annum).

Rebuild

INVOICE NO

ESTIMATE

REMIT TO: P. O. BOX 206039  
Dallas, Tx 75320-6039

**BILL TO**

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

**OWNER**

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 1 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:55AM ESTIMATE			725GFLC		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746			IX10G300892		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
288401					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

**COMPLAINT**

ESTIMATE TO REPAIR INFRAME/OVERHAUL GAS ENGINE.

ADDRESS:  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304

GTA50 ESN#25352537

POC: PHIL DANIEL @ 936-446-0590 CELL  
PER CUSTOMER REQUEST

**CAUSE**

**CORRECTION**

**COVERAGE**

ESTIMATE TO REPAIR INFRAME/OVERHAUL GAS ENGINE.  
CUSTOMER BILLABLE

16	0	3047390	BEARING,CON ROD (STD)	CECO	41.28	660.48
16	0	3235861	PISTON,ENGINE	CECO	1,300.73	20,811.68
16	0	4352282	SET,PISTON RING	CECO	133.75	2,140.00
16	0	3646313RX	HEAD,CYLINDER	DRC	2,453.27	39,252.32
16	0	3392037D	HEAD,CYLINDER	CLEAN	375.00	6,000.00
-16	0	3392037D	HEAD,CYLINDER	DIRTY	375.00	6,000.00
16	0	4948961	WIRE,SPARK PLUG	CECO	174.73	2,795.68
16	0	4090121	PLUG,SPARK	CECO	56.98	911.68
16	0	3394581	SEAL,O RING	CECO	7.08	113.28
8	0	3178785	COVER,HAND HOLE	CECO	607.04	4,856.32
1	0	4376118RX	KIT,WATER PUMP	DRC	954.05	954.05
1	0	3028990D	PUMP,WATER KT/KTA	CLEAN	937.50	937.50

Completion date : 16-May-2016 01:45PM. Estimate expires : 15-Jun-2016 11:45AM.

Billing Inquiries? Please call us at (877) 480-6970 or email us at [CBSSouthernPlains.Receivables@cummins.com](mailto:CBSSouthernPlains.Receivables@cummins.com).

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of these terms and conditions and confirms they have been read and fully understood. Cummins Southern Plains, LLC is a Texas limited liability company.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**Southern  
Plains**

HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

TERMS: Payable in U. S. Dollars at time of receipt unless credit has been approved in advance. Invoices with approved credit are due NET 10TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. Past due invoices are subject to interest charges at the rate of 1.5% per month (18% per annum).

INVOICE NO

ESTIMATE

REMIT TO: P. O. BOX 206039  
Dallas, Tx 75320-6039

**BILL TO**

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

**OWNER**

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 2 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:55AM ESTIMATE			725GFLC		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746			IX10G300892		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
288401					

QUANTITY ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
-1	0	3028990D	PUMP,WATER KT/KTA	DIRTY	937.50	937.50
4	0	3635074	CORE,COOLER	CECO	284.33	1,137.32
6	0	3637730	GASKET,LUB OIL CLR COVER	CECO	9.51	57.06
12	0	212161	SEAL,O RING	CECO	2.58	30.96
6	0	3645029	NUT,LOCK	CECO	3.06	18.36
4	0	3629205	THERMOSTAT	CECO	66.37	265.48
4	0	3627961	SEAL,THERMOSTAT	CECO	17.58	70.32
2	0	206443	GASKET,THERMOSTAT HOUSING	CECO	4.97	9.94
10	0	3057139	ROD,PUSH	CECO	51.66	516.60
1	0	4352581	SET,UPPER ENGINE GASKET	CECO	2,475.39	2,475.39
4	0	3628658	MANIFOLD,EXHAUST	CECO	2,643.72	10,574.88
2	0	3628659	MANIFOLD EXHAUST	CECO	3,765.84	7,531.68
2	0	3628657	MANIFOLD,EXHAUST	CECO	2,739.18	5,478.36
16	0	S604	WASHER,LOCK	CECO	1.39	22.24
2	0	3171368	GASKET,TURBOCHARGER	CECO	12.39	24.78
16	0	3275479	SCREW,HEXAGON HEAD CAP	CECO	2.45	39.20
2	0	3630742	GASKET,CONNECTION	CECO	10.76	21.52
2	0	216187	SEAL,O RING	CECO	13.21	26.42
10	0	206557	SLEEVE	CECO	37.53	375.30
6	0	3175908	GASKET,EXHAUST MANIFOLD	CECO	2.52	15.12
6	0	3015545	GASKET,WTR TRF CONNECTION	CECO	5.46	32.76

Completion date : 16-May-2016 01:45PM. Estimate expires : 15-Jun-2016 11:45AM.

Billing Inquiries? Please call us at (877) 480-6970 or email us at [CBSSouthernPlains.Receivables@cummins.com](mailto:CBSSouthernPlains.Receivables@cummins.com).

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of these terms and conditions and confirms they have been read and fully understood. Cummins Southern Plains, LLC is a Texas limited liability company.

AUTHORIZED BY (print name) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



TERMS: Payable in U. S. Dollars at time of receipt unless credit has been approved in advance. Invoices with approved credit are due NET 10TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. Past due invoices are subject to interest charges at the rate of 1.5% per month (18% per annum).

HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

INVOICE NO
ESTIMATE
REMIT TO: P. O. BOX 206039 Dallas, Tx 75320-6039

**BILL TO**

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

**OWNER**

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 3 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:55AM ESTIMATE			725GFLC		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746			IX10G300892		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
288401					

QUANTITY ORDERED	SACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		0	3629580	TUBE,VENT	CECO	181.29	181.29
1		0	3028291	SEAL,O RING	CECO	2.49	2.49
2		0	3803015RX	TURBO, HC5A KT38	DRC	2,338.79	4,677.58
2		0	3801849D	TURBO,HC5A	CLEAN	750.00	1,500.00
-2		0	3801849D	TURBO,HC5A	DIRTY	750.00	1,500.00
2		0	3016122	GASKET,CONNECTION	CECO	4.95	9.90
16		0	3056155	STUD	CECO	9.49	151.84
16		0	3056158	NUT,HEXAGON FLANGE	CECO	5.25	84.00
4		0	140332	CLAMP,T BOLT	CECO	19.05	76.20
4		0	131891	CLAMP,T BOLT	CECO	16.35	65.40
2		0	CC2826	ES COMP EG	FLG	806.14	1,612.28
5		0	LF3325	LF PKG	FLG	30.66	153.30
4		0	WF2077	WF PKG	FLG	12.23	48.92
2		0	3179664	VALVE,PISTON COOLING	CECO	297.31	594.62
59		0	773780	PREM BLUE - 3/1 GAL	VALVOLINE	12.95	764.05
12		0	24480G	5" HOSE	NONSTOCK	11.98	143.76
36		0	A042F048	1" HOSE	NONSTOCK	1.97	70.92
24		0	A042F051	1.5" HOSE	NONSTOCK	2.45	58.80
24		0	A042F054	2" HOSE	NONSTOCK	3.07	73.68
24		0	A042F058	3" HOSE	NONSTOCK	4.42	106.08
42		0	A042F061	1" SILICONE HOSE	NONSTOCK	3.26	136.92

Completion date : 16-May-2016 01:45PM. Estimate expires : 15-Jun-2016 11:45AM.

Billing Inquiries? Please call us at (877) 480-6970 or email us at [CBSSouthernPlains.Receivables@cummins.com](mailto:CBSSouthernPlains.Receivables@cummins.com).

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AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**Southern  
Plains**

HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

TERMS: Payable in U. S. Dollars at time of receipt unless credit has been approved in advance. Invoices with approved credit are due NET 10TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. Past due invoices are subject to interest charges at the rate of 1.5% per month (18% per annum).

INVOICE NO

ESTIMATE

REMIT TO: P. O. BOX 206039  
Dallas, Tx 75320-6039

**BILL TO**

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

**OWNER**

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 4 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:55AM	ESTIMATE		725GFLC		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746			IX10G300892		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE HOURS	PUMP CODE	UNIT NO.
288401					

QUANTITY ORDERED	BACH ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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1	0	OUTSIDE PART PURCH	CLAMPS	NONSTOCK		240.00	240.00
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PARTS:	110,471.21
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	110,471.21
SURCHARGE TOTAL:	0.00
LABOR:	33,660.90
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	33,660.90
MISC.:	2,575.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	2,575.00
SHOP SUPPLIES	150.00
ENVIRONMENTAL FEE	150.00
ELECTRONIC TOOL CHARGE	75.00
MEALS	200.00
MILEAGE CHARGES - SERVICE	2,000.00

TAX EXEMPT NUMBERS: TX

HOSPITAL DIST - GOVT TAXES:

STATE 0.00

Completion date : 16-May-2016 01:45PM. Estimate expires : 15-Jun-2016 11:45AM.

Billing Inquiries? Please call us at (877) 480-6970 or email us at [CBSSouthernPlains.Receivables@cummins.com](mailto:CBSSouthernPlains.Receivables@cummins.com).

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SUB TOTAL:	146,707.11
TOTAL TAX:	0.00

TOTAL AMOUNT: US \$	146,707.11
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AUTHORIZED BY (print name)	SIGNATURE	DATE
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# Southern Plains

HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

TERMS: Payable in U. S. Dollars at time of receipt unless credit has been approved in advance. Invoices with approved credit are due NET 10TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. Past due invoices are subject to interest charges at the rate of 1.5% per month (18% per annum).

NEW

INVOICE NO

ESTIMATE

REMIT TO: P. O. BOX 206039  
Dallas, Tx 75320-6039

## BILL TO

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

## OWNER

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 1 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:59AM ESTIMATE					
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746					
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
288398					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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## COMPLAINT

ESTIMATE FOR NEW REPLACEMENT ENGINE.

ADDRESS:  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304

GTA50 ESN#25352537

POC: PHIL DANIEL @ 936-446-0590 CELL  
PER CUSTOMER REQUEST

## CAUSE CORRECTION COVERAGE

ESTIMATE FOR NEW REPLACEMENT ENGINE.  
CUSTOMER BILLABLE

1	0	OUTSIDE PART PURCH	REPLACEMENT ENGINE	NONSTOCK	175,000.00	175,000.00
59	0	773780	PREM BLUE - 3/1 GAL	14-16 WEEK LEAD TIME		
2	0	CC2826	ES COMP EG	VALVOLINE	12.95	764.05
12	0	24480G	5" HOSE	FLG	806.14	1,612.28
36	0	A042F048	1" HOSE	NONSTOCK	11.98	143.76
24	0	A042F051	1.5" HOSE	NONSTOCK	1.97	70.92
24	0	A042F054	2" HOSE	NONSTOCK	2.45	58.80
24	0	A042F058	3" HOSE	NONSTOCK	3.07	73.68
42	0	A042F061	1" SILICONE HOSE	NONSTOCK	4.42	106.08
1	0	OUTSIDE PART PURCH	HOSE/CLAMPS	NONSTOCK	3.26	136.92
1	0	MISC PARTS	MISC PARTS	NONSTOCK	240.00	240.00
					3,000.00	3,000.00

Completion date : 16-May-2016 01:36PM. Estimate expires : 15-Jun-2016 11:36AM.

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AUTHORIZED BY (print name) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_





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HOUSTON BRANCH  
7045 North Loop East  
P. O. BOX 1367  
HOUSTON, TX 77028-  
(713)679-2220

INVOICE NO
ESTIMATE
REMIT TO: P. O. BOX 206039 Dallas, Tx 75320-6039

**BILL TO**

MONTGOMERY CO HOSPITAL  
DISTRICT  
ATTN ACCTS PAYABLE  
P O BOX 478  
CONROE, TX 77305-

**OWNER**

MONTGOMERY CO HOSPITAL  
1400 SOUTH LOOP 336 W  
CONROE, TX 77304-  
PHIL DANIEL - 936 521-5600

PAGE 2 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-MAY-2016 11:59AM ESTIMATE					
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
74746					
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
288398					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

PARTS:	181,206.49
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	181,206.49
SURCHARGE TOTAL:	0.00
LABOR:	21,330.90
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	21,330.90
MISC.:	4,575.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	4,575.00
SHOP SUPPLIES	150.00
ENVIRONMENTAL FEE	150.00
ELECTRONIC TOOL CHARGE	75.00
PARTS FREIGHT	2,000.00
MEALS	200.00
MILEAGE CHARGES - SERVICE	2,000.00
TAXES:	
STATE	0.00

TAX EXEMPT NUMBERS: TX

HOSPITAL DIST - GOVT

Completion date : 16-May-2016 01:36PM. Estimate expires : 15-Jun-2016 11:36AM.

Billing Inquiries? Please call us at (877) 480-6970 or email us at [CBSSouthernPlains.Receivables@cummins.com](mailto:CBSSouthernPlains.Receivables@cummins.com).

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SUB TOTAL:	207,112.39
TOTAL TAX:	0.00
TOTAL AMOUNT: US \$	207,112.39

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CUMMINS SOUTHERN PLAINS, L.L.C. A TEXAS LIMITED LIABILITY COMPANY (THE "COMPANY")  
TERMS AND CONDITIONS

1. **PRICES** Unless otherwise stated in this invoice, customer agrees to pay the Company's established prices in effect on the date of shipment of products or on the date of completion of services. Prices are f.o.b. shipping point unless otherwise designated in this invoice. Charges included on this invoice for third party freight transportation services are subject to adjustment to reflect any change in prices which may have occurred, but have not been reported to the Company, at the time of shipment.
  2. **PAYMENT TERMS** Unless otherwise agreed to in writing, payment for all products sold and services performed is due in United States Dollars at the time of their shipment or completion, respectively. Invoices issued to customers having credit accounts with the Company are due on the 10th day of the month following the date of the invoice. No cash discounts are allowed for early payment of an invoice. All past due amounts are subject to interest charges at the rate of 1.5% per month (18% per annum). In no event will this rate of interest exceed the maximum rate of interest allowed by applicable state or federal law. In the event customer defaults on the payment of any amount due the Company, and collection is made through an attorney or collection agency, customer agrees to pay all reasonable and necessary attorney's fees, collection agency fees, expenses, and court costs incurred by Company.
  3. **DELIVERY** The Company is not responsible for any delayed or failed deliveries due to causes beyond its control, including, but not limited to, fires, floods, strikes, labor disputes, accidents, embargoes, delays in transportation, fuel, material or labor shortages, failure to obtain product deliveries from manufacturers, or any ruling, regulation, or law from any form of government. Delays resulting from these events will not release customer from the obligation to pay this invoice. The Company's responsibility for any products sold ceases at the time of delivery to a freight carrier.
  4. **CREDIT** This sale, unless it is for cash in advance or cash on delivery, is subject to the Company's credit policies. If the credit rating of customer becomes unsatisfactory to the Company prior to the delivery of any merchandise or completion of services, the Company may require that payment for the merchandise or services be made in cash at the time of delivery or completion.
  5. **LIMITED WARRANTIES**
    - A. **PRODUCTS MANUFACTURED BY THE COMPANY** In the event that any product manufactured or remanufactured by the Company sold in this invoice is found to be defective on account of material or workmanship, the product will be subject to the Company's published warranty terms applicable to that product at the time of its sale.
    - B. **PRODUCTS FABRICATED IN PART BY THE COMPANY** In the event that any product sold in this invoice incorporates parts fabricated by the Company, the Company warrants that its fabricated items will be free from defects in material and workmanship for a period of 12 months from the date of delivery. During the warranty period, the Company will at its option repair, replace, or pay for any defective part fabricated by it. The Company will not be liable for any transportation charges for such defective parts or any incidental or consequential damages.
    - C. **PRODUCTS MANUFACTURED BY OTHERS** For any product sold by the Company that is manufactured by a third party which is found to be defective, the Company agrees only to present customer's claim to the manufacturer for adjustment and customer agrees that the Company shall have no further liability or responsibility. A copy of the warranty given by each manufacturer of any product sold hereunder has either been furnished to customer or is available to customer upon written request to the Company.
  - D. **GENERAL SERVICE WORK** The Company warrants that labor services performed in its facilities will be free from defects for the earlier of: 1) a period of 6 months or 2) 50,000 miles of operation of a vehicle or 1,000 hours of operation of a piece of equipment (whichever is applicable).
  - E. **WARRANTY DISCLAIMER** THE WARRANTIES SET FORTH ABOVE ARE THE SOLE WARRANTIES OF THE COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. BY ACCEPTANCE HEREOF, CUSTOMER AGREES THAT THERE IS NO EXPRESS OR IMPLIED WARRANTY BY THE COMPANY OR BY ANY MANUFACTURER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY, OR EFFICIENCY OF ANY PRODUCT SOLD.
  - F. **LIMITATION OF LIABILITY** ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. THE COMPANY'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID BY CUSTOMER.
  - G. **LIMITED WARRANTIES ON RESALE** Customer agrees that in the event any products purchased hereunder are resold, either in their original form or as a component of another product or system, the WARRANTY DISCLAIMER provision set forth above will be included in all sales documents by which the customer resells any of such products. Customer agrees to indemnify and hold harmless the Company from any loss, claim, or damage, including attorney's fees and expenses from the breach of the foregoing covenant.
6. **CANCELLATION BY CUSTOMER** No merchandise may be returned for credit or replacement, except with written approval by the Company. Orders placed with and accepted by the Company may not be cancelled except with the Company's written consent.
  7. **MERCHANDISE RETURN** All merchandise returned to the Company for credit must be in salable condition and presented with a copy of the original invoice. Credits for returns will be subject to a 10% handling and restocking charge and are limited to eligible items purchased from the Company. Items not eligible for return include chemicals, electronic control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools, and software.
  8. **USED EQUIPMENT AND MATERIAL** Used equipment and material delivered by the Company or picked up by the customer are sold without warranties, express or implied, on an "as-is, where-is" basis unless an exception is made in writing between the Company and customer. Customer agrees to inspect all used equipment and material before completing the purchase and accepts such used equipment and material without any warranty of merchantability or fitness for a particular purpose.
  9. **COMPLETE AGREEMENT** The terms and conditions in the Company's forms, acknowledgements, quotations, and invoices constitute the entire agreement and understanding between customer and the Company. All prior understandings, representations and warranties, written or oral, express or implied, are merged herein and no subsequent agreement, understanding, or representation by either party will vary the terms hereof unless they are in writing and signed by duly authorized representatives of both parties.

3. No change order and/or attempted modification of a contract which causes the contract price to increase by \$25,000 or more shall be valid unless approved by the District's Board of Directors.

## **CHAPTER 9**

### **EXEMPTIONS TO THE COMPETITIVE BIDDING PROCESS**

Some goods and services are exempt from the competitive bidding process. Section 262.024 of Texas Local Government Code lists several circumstances when purchases may be exempt from the competitive bidding process. While the District is not bound to Section 262.024 of the Texas Local Government Code, by way of example, the following is a list of items and circumstances that may be exempt from competitive bidding. The Chief Executive Officer may in his discretion exempt a purchase from competitive bidding for good cause. In such instance the Chief Executive officer must get Board approval for any exception over \$25,000.00.

**A. Items and services that are exempt from competitive bidding include:**

1. An item that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens, or to preserve the property of the District,
2. Personal or professional services,
3. Real property purchases or right of way circumstance,
4. Personal property sold at auction or at a going out of business sale,
5. Property owned by a political subdivision of a local, state or federal governmental entity,
6. Purchases made by and through the District's participation in a local government purchasing cooperative and/or through an interlocal agreement<sup>5</sup> with another governmental entity shall be deemed to have satisfied the requirements of this policy.

**(NOTE: EMERGENCY ORDERS WHICH EXCEED \$50,000.00 REQUIRE THE BOARD OF DIRECTORS APPROVAL BEFORE A PURCHASE ORDER CAN BE ISSUED)**

**B. Goods and Services which can only be obtained from one source, including:**

1. Goods and services for which competition is precluded because of the existence of patents, copyrights, trade secrets, or monopolies,
2. Electric power, gas, water, other utility type services,

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<sup>5</sup> Texas Gov't. Code ch. 791.