

**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., July 26, 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, Payden Seals and Kevin Mifflin

**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.

*"Mr. Posey requested agenda item no. 19 be moved up prior to agenda item no. 9"*

9. **Discussion and action if needed on policy HR 25-608 Management Graduate Educational Assistance/Reimbursement and related agreement. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to consider and act on revision/update to policy HR 25-608 Management graduate Educational Assistance/Reimbursement and related agreement. Mr. Grice offered a second. After board discussion motion passed five (5) for (Mr. Grice, Mr. Posey, Ms. Whatley, Mr. Fawn and Ms. Whatley) to one (1) opposed (Mr. Bagley).

10. **Consider and act on RFP for Human Resource Employee Benefits Broker. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion consider and act on RFP for Human Resource Employee Benefits Broker. Mr. Fawn offered a second. After board discussion motion passed unanimously.

11. **Consider and act on purchase of one (1) Tahoe for CEO use. (Mr. Bagley, Chair - PADCOM Committee) (attached)**

Ms. Wagner made a motion to consider and act on purchase of one (1) Tahoe for CEO use. Mr. Fawn offered a second. After board discussion motion passed unanimously.

12. **Consider and act on appointment of Donna Daniel and Colleen Jarosek, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in November 8, 2016, under the Texas Election Code. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on appointment of Donna Daniel and Colleen Jarosek, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in November 8, 2016, under the Texas Election Code. Ms. Whatley offered a second and motion passed unanimously.

13. **Consider and act on approval of the calendar for the November 8, 2016 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on approval of the calendar for the November 8, 2016 Election. Ms. Whatley offered a second and motion passed unanimously.

14. **Consider and act on proposed Order for Montgomery County Hospital District Board of Directors election on November 8, 2016, for the position of Director Precinct 1, Director**

**Precinct 2, Director At Large Position 1 and Director At Large Position 3. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on proposed Order for Montgomery County Hospital District Board of Directors election on November 8, 2016, for the position of Director Precinct 1, Director Precinct 2, Director At Large Position 1 and Director At Large Position 3. Ms. Whatley offered a second and motion passed unanimously.

**15. Consider and act on contract with Elections Administrator Suzie Harvey for administration of the November 8, 2016 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on contract with Elections Administrator Suzie Harvey for administration of the November 8, 2016 Election. Ms. Whatley offered a second and motion passed unanimously.

**16. Consider and act on authorizing the District Staff to negotiate and execute an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's November, 2016 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on authorizing the District Staff to negotiate and execute an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's November, 2016 Election. Ms. Whatley offered a second and motion passed unanimously.

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

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

**18. Consider and act on Resolution supporting amendments to section 773.016 of the Texas Health and Safety Code. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn moved that Montgomery County Hospital Districts Board of Directors approve the changes proposed by this draft legislation for the 2017 Legislature. Mr. Grice offered a second and motion passed unanimously.

**19. Consider and act on protective gear and procedures for field EMS crews. (Mr. Fawn, Chair – EMS Committee)**

Mr. Jared Cospers, Mr. Coty Aiken, and Mr. Patrick Langan made a presentation to the board on protective gear and procedures for EMS crews.

SWAT brought in plate and vest attire they've use for the board's assessment.

Mr. Fawn moved that MCHD proceed with the purchase of protective vests for EMS field crews as recommended by staff and that appropriate procedures for their use be developed in the next 30 days. Mr. Grice offered a second. After discussion motion passed four (4) for (Ms. Wagner, Mr. Fawn, Mr. Posey and Mr. Grice) and two (2) opposed (Mr. Bagley and Ms. Whatley).

Mr. Fawn made an amendment for the purchase of protective vests not to exceed \$50,000. Mr. Grice offered a second. After board discussion motion passed four (4) for (Mr. Grice, Mr. Posey, Mrs. Wagner and Mr. Fawn) to one (1) opposed (Mr. Bagley) and Ms. Whatley abstained from the vote.

- 20. 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.

- 21. Consider and act on sole source letter for Harris Software FX. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on sole source letter for Harris Software FX. Ms. Whatley offered second and motion passed unanimously.

- 22. Consider and act on annual renewal Harris Software FX agreement. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Bagley made a motion to consider and act on annual renewal Harris Software FX agreement. Ms. Whatley offered second and motion passed unanimously.

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

Mrs. Ade Moronkeji, HCAP Manager presented a report to the board.

- 24. 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. Ms. Whatley offered a second and motion passed unanimously.

- 25. 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. Ms. Whatley offered a second and motion passed unanimously.

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

Mr. Brett Allen, CFO presented financial report to the board.

- 27. Presentation of Investment Report for quarter ending June 30, 2016. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Brett Allen, CFO presented the investment report to the board.

- 28. Consider and act on the creation of trust to pay employee health insurance premiums. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act on the creation of trust to pay employee health insurance premiums. Mr. Fawn offered a second. After board discussion motion passed unanimously.

- 29. Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2016. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2016. Mr. Bagley offered a second and motion passed unanimously.

- 30. 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.

- 31. Consider and act on Salvage and Surplus. (Mr. Grice, Treasurer – MCHD Board) (attached)**

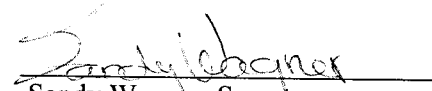
Mr. Grice made a motion to consider and act on Salvage and Surplus. Mr. Bagley offered a second and motion passed unanimously.

- 32. Secretary's Report - Consider and act on minutes for the June 28, 2016 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on minutes for the June 28, 2016 Regular BOD Meeting. Ms. Whatley offered a second and motion passed. Mr. Bagley and Mr. Grice abstained from vote as they were not present at this meeting.

- 33. Adjourn**

Meeting adjourned at 5:40 p.m.

  
Sandy Wagner, Secretary



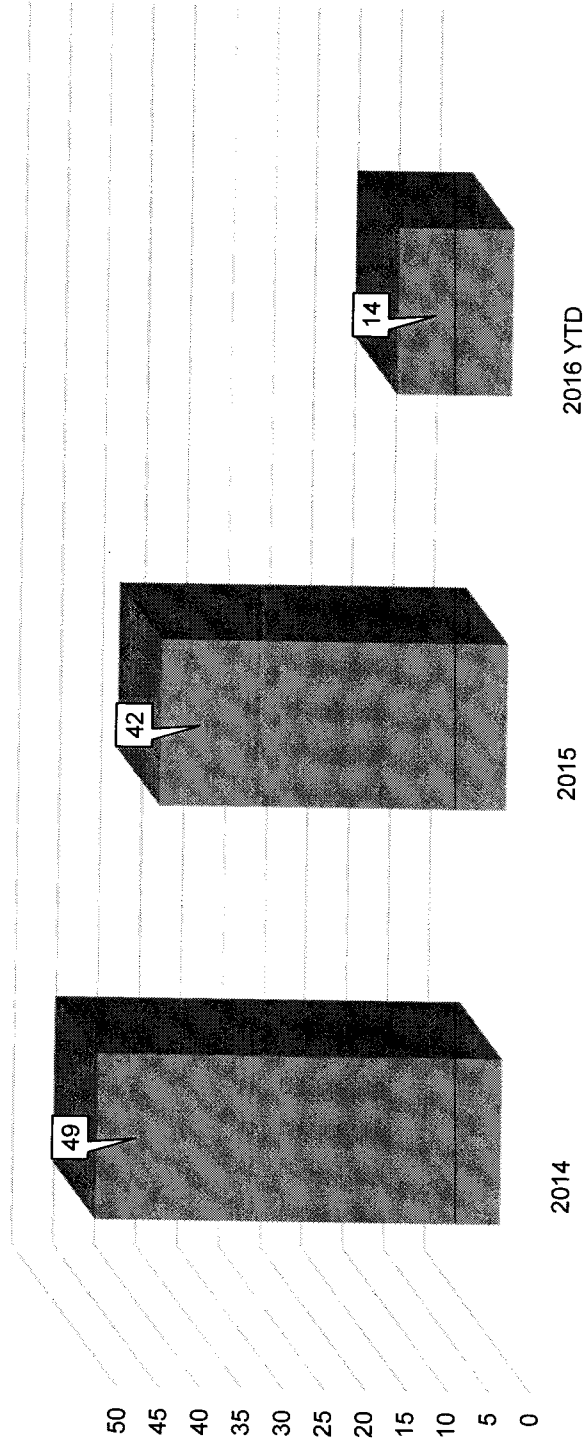
# MCHD Turnover

Jodi Andersen  
Human Resource Manager  
*July 2016*



# Three Year Overview

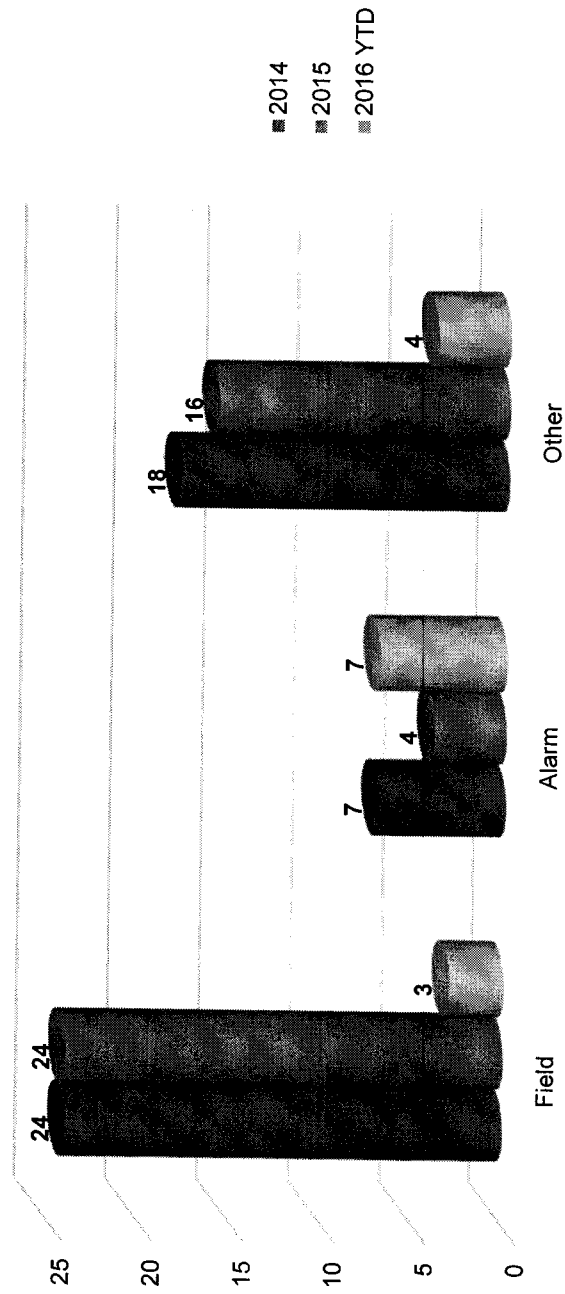
MCHD Total Number of Terminations per Year





# Three Year Overview by Department

Terminations by Year and Department

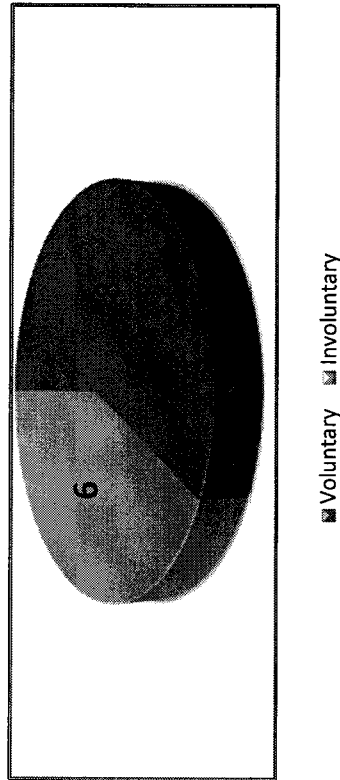




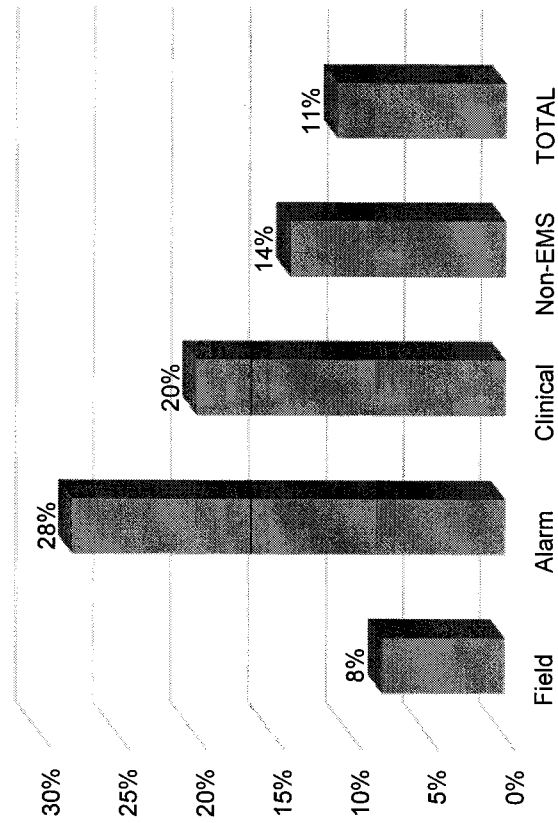



# 2016 Overview

MCHD 2016 Voluntary vs  
Involuntary Terminations YTD



Annual Employee Turnover Rates  
June 2016



 <b>Montgomery County Hospital District</b>	<b>MANAGEMENT GRADUATE EDUCATIONAL ASSISTANCE/REIMBURSEMENT</b>	<b>Page 1 of 2</b>
<b>Department</b>	<b>Policy Number</b>	<b>CAAS Reference Number</b>
<b>Human Resources</b>	<b>HR 25-608</b>	

## I. PURPOSE

To provide a uniform guideline that will assist employees holding supervisor level or above positions who wish to enhance their management and leadership capabilities at MCHD through graduate level Continuing Education courses and academic achievement.

## II. POLICY

MCHD recognizes the importance of academic achievement of its management staff. It further recognizes that such achievement can be a definite asset to the organization's objectives and long term goals.

### 1. Graduate Program

#### a) Eligibility

- Full time supervisor level or above employee in good standing
- Must have completed one year of supervisor level or above service with organization
- Must commit to three consecutive years of current employment level or above service following completion of program. Employees failing to complete three years of full time service following successful course completion will be required to pay back a pro-rated portion of the amount or be ineligible for future employment.

#### b) Requirements

- A "*Request for Educational Assistance*" form must be completed and submitted to Human Resources prior to the beginning of the program and each semester thereafter.
- Program must be graduate level and career-enhancing and meet the employment needs of MCHD.
- Approval may be granted only for accredited programs approved by the Texas higher education coordinating board.
- Attendance in the program must not interfere with the employee's job. Employee is responsible for making accommodations with their manager to satisfy work hours.
- The graduate level program must be completed in a timely fashion in order to qualify for reimbursements as discussed below.

<b>Title of Policy</b> <b>MANAGEMENT GRADUATE</b> <b>EDUCATIONAL</b> <b>ASSISTANCE/REIMBURSEMENT</b>	<b>Policy Number</b> <b>HR 25-608</b>	<b>Page 2 of 2</b>
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c) Reimbursement

Reimbursement is up to 60 percent of the approved program costs, not to exceed \$15,000 per year. **The maximum amount is subject to appropriations approved by the MCHD Board in the annual budget.**

The Executive Team (CEO, COO, CFO, and EMS Director) with input from the Medical Director and Human Resources Manager, will decide the appropriateness of each application and grant/not grant approval prior to the beginning of each applicable semester, in their sole and complete discretion.

Reimbursement is limited to tuition and fees, including parking, but does not include books, materials or commuting expenses. In order to receive reimbursement, the "*Application for Reimbursement*" portion of the "*Request for Educational Assistance*" must be completed and submitted to Human Resources within 6 weeks after completion of the program. Employee must also complete any paperwork required by MCHD to secure repayment in the event the employee leaves MCHD during the look-back period.

If the employee leaves the organization without fulfilling the three year obligation, either voluntarily or involuntarily due to performance/conduct related issues, program reimbursements made under this policy will be paid back to the organization in accordance with the following schedule:

- 100 percent if employee leaves sooner than one year from date of program completion;
- 50 percent if employee leaves between one and two years from date of program completion;
- 25 percent employee leaves between two to three years from date of program completion; and
- 0 percent if employee leaves more than three years from date of program completion;

The District reserves the right to limit reimbursement for tuition to private institutions to that which would be reasonable and customary for a public college or university.

Employees who terminate employment within the course of the program are not eligible for reimbursement.

Original Date    06/2016 Review/Revision Date X Supersedes all Previous  Date Approved by the Board of Directors
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<b>Title of Policy</b> MANAGEMENT GRADUATE EDUCATIONAL ASSISTANCE/REIMBURSEMENT	<b>Policy Number</b> HR 25-608	<b>Page</b> 2 of 2
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**Original Date** 06/2016

**Review/Revision Date**

☒ **Supersedes all Previous**

**Date Approved by the Board of Directors**

**Montgomery County Hospital District  
Management Graduate Educational Assistance Tuition Reimbursement  
Agreement**

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

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

Degree: \_\_\_\_\_

(Example: Master of Business Administration, Master of Public Health Administration)

College: \_\_\_\_\_

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

Anticipated Completion Date: \_\_\_\_\_

Note: Detailed receipts must be attached to this REIMBURSEMENT AGREEMENT for tuition and fees. A statement, on college stationery, detailing the course names and grades earned must be attached.

Course Titles

Final Grade

Department \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Semester Start Date: \_\_\_\_\_

Semester End Date: \_\_\_\_\_

Has Employee received financial assistance (i.e., grant or scholarship) for tuition and/or fees from other sources during the reimbursement period?

If yes, indicate source and amount below:

\_\_\_\_ No

\_\_\_\_ Yes

Amount of financial assistance received toward tuition and/or fees

\$ \_\_\_\_\_

REIMBURSEMENT AMOUNT FOR SEMESTER BEGINNING \_\_\_\_\_ 20\_\_ AND  
ENDING \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**ACKNOWLEDGEMENTS:** By submitting this Agreement, Employee acknowledges he/she will adhere to the Montgomery County Hospital District Management Graduate Educational Assistance

Reimbursement Policy ("Policy") which is attached and incorporated herein by reference and Employee must continue employment with Montgomery County Hospital District ("MCHD") for the period set forth in the Policy in order to avoid repayment of the reimbursements per the terms of the Policy.

Employee agrees to furnish MCHD such other documentation necessary to verify Employee's eligibility for reimbursements under the Policy, as well as documentation necessary to determine the amount of such reimbursements.

Employee agrees to repay MCHD for amounts reimbursed by MCHD to Employee for graduate educational assistance if Employee fails to abide by the terms of this Agreement, (including any decision not to pursue the graduate degree identified above) and Employee agrees to be solely responsible for said repayment in full. Employee agrees that MCHD may deduct from Employee's paycheck amounts due and owing to MCHD as repayment (in whole or in part) for prior reimbursements paid to Employee in instances whereby Employee has failed to abide by the terms set forth in this Agreement.

Employee affirms he/she intends to complete his/her coursework and obtain his/her Degree by the Anticipated Completion Date set forth above, but in no event later than \_\_\_\_\_ months from the Anticipated Completion Date. Employee acknowledges that he/she must repay all amounts reimbursed to Employee for graduate educational assistance by MCHD should Employee fail to obtain his/her Degree within \_\_\_\_\_ months of the Anticipated Completion Date, unless MCHD grants an extension to Employee for good cause shown.

Employee acknowledges that he/she must repay amounts reimbursed to Employee for graduate educational assistance by MCHD in accordance with the attached Policy should Employee leave his/her employment with MCHD voluntarily, or involuntarily due to performance/conduct related issues. In cases where an Employee is involuntarily terminated from employment with MCHD for reasons other than for performance/conduct related issues, the Employee will not be responsible for repayment of prior reimbursements.

Employee acknowledges that he/she is fully responsible for payment of all taxes that may be due as a result of receiving reimbursements under this Agreement.

Employee acknowledges that this Agreement constitutes a binding contract between Employee and MCHD, enforceable under the laws of the State of Texas.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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

MONTGOMERY COUNTY HOSPITAL DISTRICT

("MCHD")

Approved:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brett Allen, Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jodi Andersen, Human Resources Manager

\_\_\_\_\_  
Date



# Employee Benefit Broker RFP Recommendation

*Board of Director Meeting*  
*7/26/2016*





# Employee Benefit Broker RFP Process

- Published RFP
- Received three responses – one withdrew
- Two remaining responses
  - Arthur J. Gallagher & Co.
  - McGriff, Seibels & Williams, Inc.



# RFP Ranking Matrix

## MCHD Employee Benefits Broker RFP Ranking Proposal Evaluation Form

	Gallagher-Woodlands	McGriff	Gallagher-Dallas	
Scale 0-2, No Mention [0] to Exceeds Requirements [2]				
<b>Proposal Evaluation Factors</b>				<b>Weight</b>
Meet Minimum Requirements	2	2	N/A	20%
Provide Complete Requested Capabilities	2	2	N/A	20%
Demonstrated Proposer's Experience in Supplying Requested Capabilities	2	1	N/A	20%
Additional Capabilities Beyond Requested	2	1	N/A	10%
Proposed References and Recommendations From Third Parties	2	2	N/A	10%
Meeting MCHD's Required Deadline to Go Live	1	1	N/A	10%
Total Evaluated Cost	1	1	N/A	10%
<b>Total Score</b>	<b>1.8</b>	<b>1.5</b>	<b>N/A</b>	<b>100%</b>

\* Candidate withdrew bid.



# Deciding Factors

- **Experience in Supplying Requested Capabilities**

- Demonstrated diverse team approach and expertise
- Vetted customer satisfaction – customer reviews

- **Capabilities Beyond Requested**

- Benefit Advocate Center
- Department of Labor Audit



# Customer Reviews

- “Transparency brought us on board. Their customer service keeps us with them.”
- “They deliver what they say they’ll do.”
- “Service is their culture. They live it. I don’t feel like I am just signing a check every month.”
- “They follow up. It’s phenomenal... one of the best investments I’ve ever made.”
- “If you have a question, there is none better.  
Write that down... N-O-N-E.”

*Source: Customers 10+ years*



# Recommendation

*Arthur J. Gallagher & Co.*



## FREEDOM CHEVROLET

8008 MARVIN D LOVE FWY  
DALLAS, TEXAS 75237  
972-707-9474 fax 214-350-0085

### QUOTE

#### Customer

Name MCHD  
Address \_\_\_\_\_  
City \_\_\_\_\_ State TX ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

Date 6/6/2015  
Order No. COD BJ1443  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	2016 PPV Tahoe White	\$ 33,750.00	\$33,750.00
1	Upgrade Front Seats to Leather and Center Console	\$850.00	\$850.00
1	No center Console Delete and for CEO		\$0.00
1	Install Customer Supplied Console	\$200.00	\$200.00
<b>PLEASE MAIL PAYMENT TO:</b> Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237			
<b>TERMS: NET 30</b>			

#### Payment Details

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

Subtotal	\$34,800.00
Shipping & Handling	\$400.00
Taxes	State
TOTAL	\$35,200.00

Office use only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET

## 2016 November Election Calendar of Events

MCHD BOD orders the election	July 26, 2016
Last day to order general election	August 22, 2016
Deadlines to submit petitions for name on ballot (78th day before Election Day)	August 22, 2106
Drawing for place on Ballot (No later than August 26, 2016)	August 23, 2016
1 <sup>st</sup> day to accept applications for early voting by mail	September 24, 2016
Mandatory office hours begin at 3 hours/day	September 24, 2016
Pre-Election Reports [FORM C/OH] (30 days before an Election)	October 11, 2016
Notice in Newspaper to appear no later than (S&E)	October 26, 2016
Pre-Election Reports [FORM C/OH] (8 days before an Election)	October 31, 2016
Election Day	November 8, 2016
Sitting BOD Term Expires (last day in December)	December 31, 2016

**ORDER CALLING NOVEMBER 8, 2016, ELECTION  
FOR ELECTION OF DIRECTORS  
TO MONTGOMERY COUNTY HOSPITAL DISTRICT**

**WHEREAS**, the Board of Directors (the "Board") of the Montgomery County Hospital District (the "District") has the authority to call an election (the "Election") on November 8, 2016, for the election of Directors from Precincts 1 and 2, and At-Large Position 1 and 3.

**WHEREAS**, the Board pursuant to Chapter 31, Texas Election Code, anticipates that it will enter into an agreement for election services with Suzie Harvey, Elections Administrator ("Administrator") for Montgomery County, Texas, for purposes of providing election administration services on behalf of the District; and,

**IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT THAT:**

**Section 1. Call of Election: Date: Eligible Electors: and Hours.** An election (the "Election") shall be held on Tuesday, November 8, 2016, which is forty-five (45) or more days from the date of the adoption of this order (the "Order") within the entire territory of the District for the election of directors from the following positions: Director Precinct No. 1; Director Precinct No. 2; Director At-Large Position No. 1; Director At-Large Position No. 3. Each of the directors to be elected shall serve four-year terms. All resident, qualified electors of the District, in their respective districts, shall be entitled to vote in the Election for candidates for the director's positions at issue in their respective districts. The Board hereby finds that holding the Election on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7 a.m. to 7 p.m.

**Section 2. Conduct of Election.** The election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America.

Pursuant to Chapter 31 of the Texas Election Code, the Board anticipates that this election will be conducted under the terms and conditions of an Agreement for election Services, which will be presented to the Board at an upcoming meeting. Chapter 31 of the Texas Election Code provides that the Administrator may contract with the governing body of a political subdivision situated wholly or partly within the County served by the Administrator to perform election services in an election ordered by the political subdivision

**Section 3. Voting Precincts.** Except as otherwise provided herein, the presently existing boundaries and territory of the respective Montgomery County Election Precincts, that are wholly or partially within the territorial boundaries of the District, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for the District's election precincts shall be the corresponding Montgomery County Election Precinct Number of each precinct that is wholly or partially within the district. A list of all of the District's voting precincts is included in the document attached to his Order and labeled as "Exhibit A," which is hereby incorporated by reference as if fully set out in the body of this Order.

**Section 4. Appointment of Custodian of Records.** To the extent not otherwise provided for in the Election Services Agreement, the Board appoints Donna Daniel and Colleen Jarosek, employees of the District, as the Custodians of Records ("Custodians") and agent to the Board Secretary to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the sixtieth



(60) day after the Election. In particular, the Custodians shall provide applications for candidates, accept applications from candidates for a place on the ballot, and determine the order in which names will appear on the ballot for the director positions and accept and maintain records regarding campaign expenditures that may be filed with the District.

The Custodians shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period required by law. The Custodians shall post notice of the location and hours of her office as required by the Texas Election Code. The Custodians shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of the District that are required by the Texas Election Code.

**Section 5. Candidate Petitions and Applications.** Pursuant to the provisions of the District's enabling legislation, all candidates for the Board of Directors in the Election shall file a petition, signed by not less than ten (10) legally qualified electors asking that such candidate's name be printed on the ballot, together with an application for place on the ballot with the Custodians at the District's administrative offices at 1400 South Loop 336 West, Conroe, Montgomery County, Texas, 77304 on or before 5 p.m., Monday, August 22, 2016, a date which is seventy-eight (78) days prior to the date of the Election. All candidates shall file with said application the loyalty affidavit required by Subsection B, Section 141.031 of the Election Code. The application and petition in support thereof shall contain the provisions of and be substantially in the form of the documents attached to this Order and labeled as "Exhibit B," which exhibit is hereby incorporated by reference as if fully set out in the body of this Order. The application and petition in support thereof shall be presented to the Secretary of the Board of Directors, who will either approve or reject the application. If the application is rejected, written notice and the reason therefore shall be immediately delivered to the candidate.

**Section 6. Early Voting.** Pursuant to Chapter 31 of the Texas Election Code and the Election Services Agreement, the Board appoints the Administrator as the District's Early voting Clerk for the Election. Early voting shall be conducted at 8 locations: 1) Election Central (*Limited Ballots, Special Forms of Early Voting and Ballot by Mail only*), 9159 Airport Road, Conroe, Texas 77303 2) Lee G. Alworth Building (Montgomery County Administration Annex) (Main Early Voting Polling Place), 207 West Phillips, Conroe, Texas 77301 3) Magnolia Community Building, 422 Melton Street, Magnolia, Texas 77354 4) South County Community Building, 2235 Lake Robbins Drive, The Woodlands, Texas 77380 5) North Montgomery County Community Center, 600 Gerald Street, Willis, Texas 77378 6) East County Courthouse Annex, 21130 U.S. Highway 59 South, New Caney, Texas 77357 7) Lone Star Community Center, 2500 Lone Star Parkway, Montgomery, Texas 77356 8) George and Cynthia Woods-Mitchell Library, 8125 Ashlane Way, The Woodlands, Texas 77382 from 8 o'clock a.m. until 5:00 p.m. each weekday, that is not a county holiday, beginning October 24, 2016, and ending October 28, 2016. Early voting on October 30, 2016 shall be from 12:00 p.m. to 5:00 p.m., October 29, 2016, and October 31, 2016 thru November 4, 2016 shall be from 7:00 a.m. to 7:00 p.m. The Administrator's office shall also remain open on the day of the Election during the hours the polls are required to be open for voting by the Texas Election Code.

Early voting ballot applications shall be addressed to the Election Administrator, Donna Daniel, MCHD, 1400 South Loop 336 West, Conroe, Texas 77304.

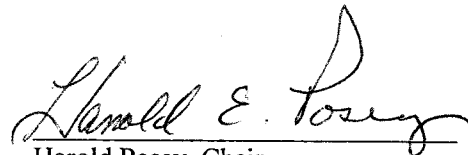
**Section 7. Contingency Plan.** In the event it becomes unnecessary for the District to hold a county wide election and other political subdivisions that have entered into a Joint Election Agreement with the District are not required to hold a county wide election, then the District shall reduce the number of polling places to those set forth in "Exhibit C". Only the places that fall within the contested election precincts will be utilized.

**Section 8. Notice of Election.** Notice of the Election, stating in substance the contents of this Order, shall be published one (1) time in the English and Spanish languages, in a newspaper published within the District's territory at least ten (10) days and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings no later than the 21<sup>st</sup> day before the Election, or if the 21<sup>st</sup> day before the Election falls on a weekend or holiday, on the first business day thereafter.

**Section 9. Authorization to Execute.** The Chair of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the Chair of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election. The Board finds that notice of the date, place, and subject of this meeting was posted in accordance with the terms and provisions of the Texas Open Meetings Act at least 72 hours preceding the scheduled time of this meeting.

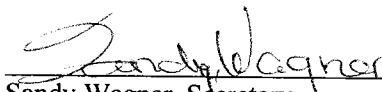
**Section 10. Effective Date.** This Order is effective immediately upon its passage and approval.

**PASSED AND APPROVED Date July 26, 2016.**



Harold Posey, Chair  
Board of Directors  
Montgomery County Hospital District

**ATTEST:**



Sandy Wagner, Secretary  
Board of Directors  
Montgomery County Hospital District

[SEAL]

**Montgomery County Elections**  
**EXHIBIT B - Polling Location Information**  
**November 8, 2016 Joint Election**  
**"Exhibit A"**  
**For Election Day**

As of 7/15/2016

Pct	Name of Facility	Physical Address	City	Zip
1	Willis Community Building	109 West Mink Street	Willis, TX	77378
2	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe, TX	77301
3	The Woodlands High School 9th Grade Campus	10010 Branch Crossing Drive	The Woodlands, TX	77382
4	Copperwood Apartment Building	4407 South Panther Creek Drive	The Woodlands, TX	77381
5	Longstreet Community Building	20240 Bays Chapel Road	Richards, TX	77873
6	Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands, TX	77382
7	New Caney Elementary School	20501 FM 1485	New Caney, TX	77357
8	Browder Community Center	14865 County Line Road	Willis, TX	77378
9	Dobbin Community Center	695 South FM 1486	Montgomery, TX	77316
10	Washington Junior High School	507 Dr. Martin L. King, Jr. Place North	Conroe, TX	77301
11	Lake Conroe Forest Community Building	610 Navajo Drive	Montgomery, TX	77316
12	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
13	Decker Prairie Community Building	32434 Decker Prairie Road	Magnolia, TX	77355
14	Crippen Elementary School	18690 Cumberland Boulevard	Porter, TX	77365
15	Cornerstone Church	100 Mosswood Drive	Conroe, TX	77302
16	Splendora ISD Instructional Support Services	26175 FM 2090	Splendora, TX	77372
17	First Baptist Church of Groceville	19256 FM 1484	Conroe, TX	77303
18	Magnolia Community Building	422 Melton Street	Magnolia, TX	77354
19	Montgomery City Hall	101 Old Plantersville Road	Montgomery, TX	77316
20	Travis Intermediate School	1100 North Thompson Street	Conroe, TX	77301
21	Conroe High School	3200 West Davis Street	Conroe, TX	77304
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis, TX	77318
23	Cargill Education Support Center	204 West Rogers Road	Willis, TX	77378
24	Oak Ridge Sr. High School	27330 Oak Ridge School Road	Oak Ridge North, TX	77385
25	God's Gathering Place	13850 FM 1314	Conroe, TX	77302
26	East County Courthouse Annex	21130 Highway 59 South	New Caney, TX	77357
27	Rivershire Club House	206 Scarborough Drive	Conroe, TX	77304
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia, TX	77355
29	W Montgomery County Community Development Center	31355 Friendship Drive	Magnolia, TX	77355
30	Magnolia High School	14350 FM 1488	Magnolia, TX	77354
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah, TX	77381
32	Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands, TX	77380
33	South County Community Building	2235 Lake Robbins Drive	The Woodlands, TX	77380
34	Needham Fire Department Station 64	15341 Lake Lamond Road	Conroe, TX	77384
35	Robinson Road Community Building	27434 Robinson Road	Oak Ridge North, TX	77385
36	Bennette Estates Fire Station #84	15038 Calhoun Road	Conroe, TX	77302
37	Friendship United Methodist Church	22388 Ford Road	Porter, TX	77365
38	West Montgomery County Annex	19380 Highway 105 W., Suite 507	Montgomery, TX	77356

39	Lone Star Elementary School	16600 FM 2854	Montgomery, TX	77316
40	Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe, TX	77304
41	Splendora Junior High School	23411 FM 2090	Splendora, TX	77372
42	Moorhead Junior High School	13475 FM 1485	Conroe, TX	77306
43	Panorama Village City Hall	99 Hiwon Drive	Panorama Village, TX	77304
44	Lone Star Convention Center	9055 Airport Road	Conroe, TX	77303
45	Timber Lakes/Timber Ridge Fire Station	3434 Royal Oaks Drive	Spring, TX	77380
46	Sue Broadway Elementary School	2855 Spring Trails Bend	Spring, TX	77386
47	South Montgomery County Fire Station #4	28830 Birnham Woods Drive	Spring, TX	77386
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands, TX	77381
49	David Elementary School	5301 Shadowbend Place	The Woodlands, TX	77381
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis, TX	77318
51	Central Library	104 I-45 North	Conroe, TX	77301
52	New Caney ISD Annex	22500 Eagle Drive	New Caney, TX	77357
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney, TX	77357
54	Peach Creek Baptist Church	25963 FM 1485 East	New Caney, TX	77357
55	Austin Elementary School	14796 Highway 105 East	Conroe, TX	77306
56	Montgomery County Hospital District EMS Station 20	250 Harpers Landing Boulevard	The Woodlands, TX	77385
57	Stow Away Marina Cafe	13988 Calvary Road	Willis, TX	77318
58	Lone Star College System	5000 Research Forest Drive	The Woodlands, TX	77381
59	Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands, TX	77381
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe, TX	77301
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands, TX	77382
62	Collins Intermediate School	6020 Shadowbend Place	The Woodlands, TX	77381
63	Montgomery ISD District Office	13159 Walden Road	Montgomery, TX	77356
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe, TX	77306
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia, TX	77355
66	Outback	30405 Dobbin Huffsmith Road	Magnolia, TX	77354
67	Lamar Elementary School	1300 Many Pines Road	The Woodlands, TX	77380
68	Knights of Columbus Hall	29327 South Plum Creek Drive	Spring, TX	77386
69	Barbara Bush Elementary School	7420 Crownridge Drive	The Woodlands, TX	77382
70	The Woodlands Recreation Center	5310 Research Forest Drive	The Woodlands, TX	77381
71	Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands, TX	77382
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery, TX	77356
73	Conroe Public Works Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe, TX	77304
74	Smith Elementary School	28747 Hardin Store Road	Magnolia, TX	77354
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands, TX	77384
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia, TX	77354
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery, TX	77356
78	Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands, TX	77381
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands, TX	77381
80	Imperial Oaks Neighborhood Center	31120 Imperial Oaks Boulevard	Spring, TX	77386
81	Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands, TX	77382
82	Lone Star College - Kingwood, Performing Arts Center	500 Royston Drive	Kingwood, TX	77339
83	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328

84	South Montgomery County Fire Station # 1	335 Volunteer Lane	Spring, TX	77380
85	Northridge Baptist Church	10681 FM 1484	Conroe, TX	77303
86	Living Branch Church	13229 Highway 105 West	Conroe, TX	77304
87	Birnam Woods Elementary School	31150 Birnam Woods Drive	Spring, TX	77386
88	York Junior High School	3515 Waterbend Cove	Spring, TX	77386
89	Bear Branch Elementary School	8909 FM 1488	Magnolia, TX	77354
90	Woodforest Homefinder Lodge	101 Elk Trace Parkway	Montgomery, TX	77316
90				

# Montgomery County Elections

## Exhibit B

Report Time: 7/18/2016 8:33:25 AM

### Hospital District

Montgomery County Hospital District					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	262	1,627	1,889	*01
*02	Conroe Seventh-Day Adventist Church	253	1,638	1,891	*02
*03	The Woodlands High School 9th Grade Campus	747	3,925	4,672	*03
*04	Copperwood Apartment Building	330	1,572	1,902	*04
*05	Longstreet Community Building	12	254	266	*05
*06	Deretchin Elementary School	483	2,894	3,377	*06
*07	New Caney Elementary School	207	1,665	1,872	*07
*08	Browder Community Center	254	2,371	2,625	*08
*09	Dobbin Community Center	154	1,498	1,652	*09
*10	Washington Junior High School	293	2,130	2,423	*10
*11	Lake Conroe Forest Community Building	254	1,516	1,770	*11
*12	Security Community Building	201	1,761	1,962	*12
*13	Decker Prairie Community Building	319	2,812	3,131	*13
*14	Crippen Elementary School	332	3,359	3,691	*14
*15	Cornerstone Church	432	3,544	3,976	*15
*16	Splendora ISD Instructional Support Services	379	3,225	3,604	*16
*17	First Baptist Church of Groceville	299	2,706	3,005	*17
*18	Magnolia Community Building	421	3,748	4,169	*18
*19	Montgomery City Hall	292	2,835	3,127	*19
*20	Travis Intermediate School	296	1,831	2,127	*20
*21	Conroe High School	620	2,688	3,308	*21
*22	Lake Conroe Hills Community Building	595	3,581	4,176	*22
*23	Cargill Education Support Center	398	2,839	3,237	*23
*24	Oak Ridge Sr. High School	437	3,648	4,085	*24
*25	God's Gathering Place	350	3,022	3,372	*25
*26	East County Courthouse Annex	662	4,483	5,145	*26
*27	Rivershire Club House	520	3,046	3,566	*27
*28	Decker Prairie Elementary School	363	2,714	3,077	*28
*29	W Montgomery County Community Development Center	648	5,071	5,719	*29
*30	Magnolia High School	481	4,686	5,167	*30
*31	Shenandoah Municipal Complex	509	3,609	4,118	*31
*32	Wilkerson Intermediate School	533	2,193	2,726	*32
*33	South County Community Building	507	2,402	2,909	*33
*34	Needham Fire Department Station 64	279	3,542	3,821	*34
*35	Robinson Road Community Building	699	4,291	4,990	*35
*36	Bennette Estates Fire Station #84	357	2,644	3,001	*36
*37	Friendship United Methodist Church	1,071	4,789	5,860	*37
*38	West Montgomery County Annex	483	3,193	3,676	*38
*39	Lone Star Elementary School	378	3,832	4,210	*39
*40	Cryar Intermediate School	708	4,760	5,468	*40
*41	Splendora Junior High School	296	3,133	3,429	*41
*42	Moorhead Junior High School	90	728	818	*42

\* Jurisdiction Occupies only a part of the Precinct

# Montgomery County Elections

## Exhibit B

Report Time: 7/18/2016 8:33:25 AM

Montgomery County Hospital District					
PCT	Polling Location	Suspense	Active	Total	PCT
*43	Panorama Village City Hall	322	2,370	2,692	*43
*44	Lone Star Convention Center	441	2,084	2,525	*44
*45	Timber Lakes/Timber Ridge Fire Station	444	2,570	3,014	*45
*46	Sue Broadway Elementary School	536	4,187	4,723	*46
*47	South Montgomery County Fire Station #4	582	3,418	4,000	*47
*48	Sally K. Ride Elementary School	282	2,118	2,400	*48
*49	David Elementary School	300	2,021	2,321	*49
*50	Far Hills Utility District Building	342	3,022	3,364	*50
*51	Central Library	691	1,986	2,677	*51
*52	New Caney ISD Annex	466	2,952	3,418	*52
*53	Woodbranch City Hall	313	2,710	3,023	*53
*54	Peach Creek Baptist Church	169	1,404	1,573	*54
*55	Austin Elementary School	123	1,007	1,130	*55
*56	Montgomery County Hospital District EMS Station 20	707	4,894	5,601	*56
*57	Stow Away Marina Cafe	260	2,162	2,422	*57
*58	Lone Star College System	281	2,181	2,462	*58
*59	Powell Elementary School	190	1,477	1,667	*59
*60	Montgomery County Juvenile Facility	210	1,427	1,637	*60
*61	George and Cynthia Woods Mitchell Library	561	4,031	4,592	*61
*62	Collins Intermediate School	358	2,306	2,664	*62
*63	Montgomery ISD District Office	741	4,777	5,518	*63
*64	Whispering Pines Baptist Church	216	1,805	2,021	*64
*65	J. L. Lyon Elementary School	489	4,197	4,686	*65
*66	Outback	437	3,219	3,656	*66
*67	Lamar Elementary School	431	2,342	2,773	*67
*68	Knights of Columbus Hall	577	3,948	4,525	*68
*69	Barbara Bush Elementary School	594	3,637	4,231	*69
*70	The Woodlands Recreation Center	337	2,390	2,727	*70
*71	Buckalew Elementary School	602	3,682	4,284	*71
*72	Bentwater Yacht Club	294	3,200	3,494	*72
*73	Conroe Public Works Service Center	154	1,322	1,476	*73
*74	Smith Elementary School	259	2,037	2,296	*74
*75	Windsor Hills Homeowners' Association Club House	984	4,317	5,301	*75
*76	Westwood Landowners' Association Building	350	3,331	3,681	*76
*77	April Sound Church	453	3,514	3,967	*77
*78	Galatas Elementary School	587	4,132	4,719	*78
*79	Glen Loch Elementary School	344	1,887	2,231	*79
*80	Imperial Oaks Neighborhood Center	561	4,187	4,748	*80
*81	Mitchell Intermediate School	669	2,956	3,625	*81
*82	Lone Star College - Kingwood, Performing Arts Center	834	5,266	6,100	*82
*83	Security Community Building	116	1,074	1,190	*83
*84	South Montgomery County Fire Station # 1	962	3,009	3,971	*84
*85	Northridge Baptist Church	362	2,713	3,075	*85
*86	Living Branch Church	293	3,979	4,272	*86

\* Jurisdiction Occupies only a part of the Precinct

# Montgomery County Elections

## Exhibit B

Report Time: 7/18/2016 8:33:25 AM

Montgomery County Hospital District					
PCT	Polling Location	Suspense	Active	Total	PCT
*87	Birnam Woods Elementary School	640	4,740	5,380	*87
*88	York Junior High School	428	2,939	3,367	*88
*89	Bear Branch Elementary School	562	4,527	5,089	*89
90	Woodforest Homefinder Lodge	170	2,659	2,829	90
		<b>38,228</b>	<b>263,918</b>	<b>302,146</b>	<b>90</b>

\* Jurisdiction Occupies only a part of the Precinct



**EXHIBIT B**  
**MONTGOMERY COUNTY HOSPITAL DISTRICT**  
**PETITION**

**(SIGNING THE PETITION OF MORE THAN 1 CANDIDATE FOR THE SAME OFFICE IN THE SAME ELECTION IS PROHIBITED)**

TO:     The Secretary of the Board of Directors  
          of Montgomery County Hospital District

The undersigned, being not less than ten (10) legally qualified electors residing in the Montgomery County Hospital District, request that the name of \_\_\_\_\_ be printed on the ballot in the election to be held on November 8, 2016, for the purpose of electing Directors to the Board of Montgomery County Hospital District, as a candidate for Director, \_\_\_\_\_ No. \_\_\_\_\_.  
(Position/Precinct)

Signature:	Printed Name	Address/City/State/Zip
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_The undersigned after being duly sworn, deposes as follows:

"My name is \_\_\_\_\_. I am the person who circulated the foregoing Petition. I have pointed out and read to each signer, before the Petition was signed, each statement pertaining to the signer that appears in the Petition: I witnessed each signature and verified each signer's voter registration status. I believe each signature to be genuine and all of the foregoing information to be correct."

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2016.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed name of Notary:

**EXHIBIT B**  
**MONTGOMERY COUNTY HOSPITAL DISTRICT**  
**ELECTION OF DIRECTORS**  
November 8, 2016  
**APPLICATION FOR PLACE ON BALLOT AND PETITION**

DATE OF BIRTH \_\_\_\_\_

\_\_\_\_\_  
(Name of applicant)

OCCUPATION: \_\_\_\_\_

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Residence Address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(City/State/Zip Code)

I hereby certify that I am the person named in the Petition made a part hereof; that I am at least twenty-one (21) years of age, a resident citizen of the United States and of Montgomery County Hospital District and I am a qualified voter within said District; that I have resided in the State of Texas continuously from 20\_\_ to date and in said District for a period of at least six (6) months next preceding election; that I have not been determined mentally incompetent by a final judgment of a court; that I have not been finally convicted of a felony from which I have not been pardoned or otherwise released from the resulting disabilities; that I meet and comply with all of the qualification for holding said office as provided by the Texas Constitution, Texas Election Code and all acts authorizing the creation of said District; that I am not eligible or disqualified to hold said office for any reason. I am aware of the nepotism law, Section 573-001 through 573-043 of the Texas Government Code, as amended. I further swear that the foregoing statements included in my application are in all things true and correct.

Please place my name on the official ballot as follows:

\_\_\_\_\_  
(Please print Name)

**LOYALTY AFFIDAVIT**

I, \_\_\_\_\_, of Montgomery County, Texas, being a candidate for the office of Director \_\_\_\_\_, No. \_\_\_\_\_, swear that I will support and defend the constitution and laws of the United States and of the State of Texas.

(Signature of Candidate) \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_

Application and Attached Petition received this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_ APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_ REJECTED this \_\_\_\_ day of \_\_\_\_\_, 2016

(If application is rejected, written notice of reason shall be immediately delivered to candidate.)

\_\_\_\_\_  
Secretary, Board of Directors

# ELECTION SERVICES AGREEMENT

STATE OF TEXAS                   0  
COUNTY OF MONTGOMERY       0

**THIS CONTRACT** is made this 15th day of July, 2016, by and between the Political Subdivision of Montgomery County Hospital District, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2016 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 8, 2016 Election. Montgomery County's certified Hart InterCivic eSlate Voting System Version 6.2.1 electronic voting equipment is to be used in the November 8, 2016 Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
  - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and election day officials of the date, time, and place thereof.
  - (c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.
  - (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity

with the boundaries of Political Subdivision and the election precincts established for the election. The election day list of registered voters shall be arranged in alphabetical order by voting precinct in lieu of alphabetical order by political entity.

- (e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail or email, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections Public Information web access program.
- (g) Publish legal notice of the date, time, and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Publish a joint election notice one time in English and Spanish in Montgomery County newspaper(s).
- (h) Arrange for the early voting ballot board, signature verification committee if applicable, tabulation personnel, and all personnel, equipment, and supplies needed at central counting station. Tabulate early voting and election day results, including paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Montgomery County uses only DREs and qualifies for the exemption under this section, thereby also qualifying the participating Political Subdivisions for the exemption. This exemption must be recorded with the Office of the Secretary of State in accordance with instructions provided by that agency.

If the exemption is revoked for any reason, Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report

of the results of any such count to the Office of the Secretary of State as required by Section 127.201(e) of the Texas Election Code and to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

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

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the county voting precincts for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries as listed on the Exhibit B. Timely confirm the accuracy of its street boundaries and precincts.
- (d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.
- (f) Confirm with Contracting Officer its boundaries, county voting precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.
- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact

Sheet, Ballot Template with Spanish translations, candidate names or measures, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.

- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at Mail - P O Box 2646, Conroe, Texas 77305-2646;  
Email - election.ballot@mctx.org; or  
Fax - (936) 788-8340

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for a recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions provided by that agency, unless the exemption for voting systems that use only DREs is revoked. If the exemption is revoked, immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.
- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to the Secretary of State.
- (o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate to Montgomery County Elections Administrator  
P O Box 2646, Conroe, Texas 77305-2646.  
  
Checks shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed by full-time county employees outside of normal business hours will be allocated to Political Subdivision under this Agreement.
- (d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list

of Montgomery County registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision's election is canceled after the deadline in Exhibit C Timetable, a \$200 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

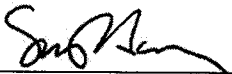


The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

MONTGOMERY COUNTY, TEXAS

July 15, 2016

Date Signed

By:   
Suzie Harvey, Elections Administrator  
"Contracting Officer"

9159 Airport Road

Conroe, Texas 77303

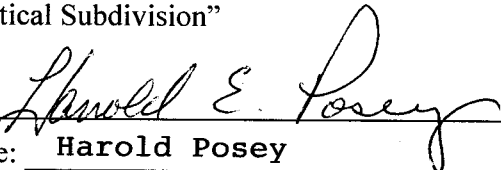
Phone: (936) 539-7843 Fax: (936) 788-8340

suzie.harvey@mctx.org

Montgomery County Hospital District  
"Political Subdivision"

July 26, 2016

Date Signed

By:   
Name: Harold Posey

Title: Chairman

Address: 1400 South Loop 336 West

City, State, Zip: Conroe, TX 77304

Phone: 936-523-5016 Fax: 936-539-1163

Email: Ddaniel@mchd-tx.org

**EXHIBIT A**  
**NOVEMBER 8, 2016 JOINT ELECTION**  
**EARLY VOTING POLLING LOCATIONS AND TIMES**

<b>October 24 – 28</b>	<b>Monday – Friday</b>	<b>8:00 am – 5:00 pm</b>
<b>October 29</b>	<b>Saturday</b>	<b>7:00 am – 7:00 pm</b>
<b>October 30</b>	<b>Sunday</b>	<b>12:00 pm – 5:00 pm</b>
<b>October 31 – November 4</b>	<b>Monday – Friday</b>	<b>7:00 am – 7:00 pm</b>

**Lee G. Alworth Building**  
(Main Early Voting Polling Place)  
**207 West Phillips Street - Conroe, Texas 77301**

**Magnolia Community Building**  
**422 Melton Street - Magnolia, Texas 77354**

**South County Community Building**  
**2235 Lake Robbins Drive - The Woodlands, Texas 77380**

**North Montgomery County Community Center**  
**600 Gerald Street - Willis, Texas 77378**

**East County Courthouse Annex**  
**21130 U. S. Highway 59 South - New Caney, Texas 77357**

**Lone Star Community Center**  
**2500 Lone Star Parkway - Montgomery, Texas 77356**

**George and Cynthia Woods-Mitchell Library**  
**8125 Ashlane Way - The Woodlands, Texas 77382**

**Election Central**  
(Limited Ballots, Special Forms of Early Voting and Ballot by Mail only)  
**9159 Airport Road - Conroe, Texas 77303**

# Joint Election Agreement

Political Subdivision of Montgomery County Hospital District

WHEREAS, Montgomery County, Texas ("County") and the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 8, 2016; and,

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on November 8, 2016, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

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

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

## **I. Scope of Joint Election Agreement**

The County and other Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 8, 2016.

## **II. Appoint Election Officer**

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the November 8, 2016 Joint Election.

## **III. Early Voting and Election Day**

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

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

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

## **V. Reasonable Cooperation**

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

## **VI. Miscellaneous Provisions**

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the November 8, 2016 election.
2. If for any reason Montgomery County or any other Participating Entity does not hold a November 8, 2016 Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the County and the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the County and the respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

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

*See attached signature page(s):*

July 12, 2016  
Date

Signature:  
Printed Name and Title:

*[Signature]*  
Craig Doyal, County Judge  
or Mike Meador, Commissioner, Precinct 1  
Montgomery County, Texas  
All correspondence to be directed to:

Political Subdivision:

Montgomery County Election Officer  
P. O. Box 2646

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

Conroe, Texas 77305-2646  
(936) 539-7843  
(936) 788-8340  
suzie.harvey@mctx.org

July 26, 2016  
Date

Signature:  
Printed name:

*[Signature]*  
Harold Posey  
Chairman

Title:  
Political Subdivision:

Montgomery County Hospital District  
1400 South Loop 336 West

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

Conroe, TX 77304  
( 936 ) 523-5016  
( 936 ) 539-1163  
Ddaniel@mchd-tx.org

Date

Signature:  
Printed name:  
Title:  
Political Subdivision:  
Address:  
City, State, Zip:  
Telephone:  
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I hereby certify that this is a true and correct  
copy of the original record on file in my office.



Mark Turnbull, County Clerk  
Montgomery County, Texas

by *[Signature]* Deputy  
Issued JUL 12 2016

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

**A RESOLUTION OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT'S  
BOARD OF DIRECTORS TO APPROVE AND SUPPORT PROPOSED LEGISLATIVE  
AMENDMENTS AND CHANGES TO SECTION 773.016 OF THE TEXAS HEALTH  
AND SAFETY CODE**

**WHEREAS**, the Montgomery County Hospital District is duly organized under the laws of Texas as a political subdivision; and

**WHEREAS**, the Montgomery County Hospital District's enabling legislation, as codified in chapter 1063 of the Special District Local Laws Code authorizes it to provide health care services, including emergency medical services (EMS) to the residents of the District; and

**WHEREAS**, the District operates an EMS Department that has won numerous awards and is recognized as being among the top EMS providers in the nation;

**WHEREAS**, Board of Directors, after consulting with its Medical Director, believe it is in the best interest of the District and other EMS agencies in Texas to allow an EMS agency's medical director in certain emergency prehospital care situations to issue standing orders for the termination of cardiopulmonary resuscitation, such standing orders based upon the medical director's professional judgment; and

**WHEREAS**, by this Resolution the Board of Directors of the Montgomery County Hospital District seeks to express its support for the passage of legislation in the upcoming 85<sup>th</sup> session of the Texas Legislature to amend section 773.016 of the Texas Health And Safety Code to include new provisions allowing an EMS agency's medical director to issue standing orders for the termination of cardiopulmonary resuscitation, such orders based on the medical director's professional judgment;

**NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY HOSPITAL DISTRICT'S BOARD OF DIRECTORS THAT:**

1. **Approval of Recitals as Findings of Fact.** The foregoing recitals, having been found by the Board of Directors to be true and correct, are hereby incorporated into this Resolution as findings of fact.
2. **Approval and Support of Amendments to Section 773.016 of the Texas Health And Safety Code.** The Board of Directors hereby supports the passage of legislation amending section 773.016 of the Texas Health And Safety Code to include new provisions allowing an EMS agency's medical director to issue standing orders for the termination of cardiopulmonary resuscitation, such orders based on the medical director's professional judgment.

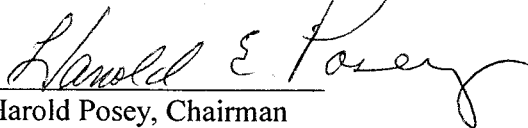
004-LEG-07/26/2016

3. Notification of Resolution to Congressional Delegation. The Board of Directors further directs that a copy of this Resolution be forwarded to each member of the Texas legislative delegation who represents residents of Montgomery County, Texas.

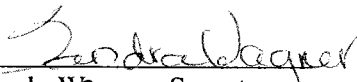
BE IT SO RESOLVED.


Passed and Approved this 26 day of July, 2016, by a vote of 6  
in favor and 0 against, 0 abstaining.

**MONTGOMERY COUNTY HOSPITAL  
DISTRICT BOARD OF DIRECTORS**

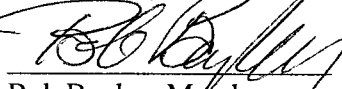
  
Harold Posey, Chairman

Mark Cole, Vice Chairman

  
Sandy Wagner, Secretary


  
Chris Grice, Treasurer

  
Kenn Fawn, Member

  
Bob Bagley, Member

  
Georgette Whatley, Member

Attest:

  
Donna Daniel, Board Secretary



8105 North Beltline Road  
Suite 170  
Irving, Texas 75063  
Tele. 972.550.2302  
Fax. 972.550.2364

October 24, 2014

Randy Johnson  
Montgomery County Hospital District  
1400 South Loop 336 West  
Conroe, Texas 77304

Dear Mr. Johnson:

The Montgomery County Hospital District has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, Inc., now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the hospital district as well as the city of Conroe and many other agencies throughout the surrounding area.

At this time, EDACS/P25 equipment for this system falls under Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, Harris Corporation.

Dailey-Wells Communications is the only authorized Harris Corporation Network Solutions Provider to provide system sales, service, system upgrades and repairs to include mobiles, portables, control stations and other EDACS/P25 equipment for agencies operating on this communications system. This assignment was made effective September 2004 and does not have an end date. If this status should change at some point in the future you will be notified by Harris Corporation in writing. Orders for Harris Corporation equipment, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue the service and sales support of EDACS/P25 Systems throughout your area.

Sincerely,

Brian Beatty  
Manager Indirect Sales, Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications



# DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

To: Montgomery County HD, Justin Evans  
From: Dennis Vickery (281) 804-7970  
Date: 20-Jul-16



## Software FX

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MASS-BSN6J	SOFTWARE FX, 12 MONTHS	1	\$ 119,000.00	10%	\$ 107,100.00	\$ 107,100.00
TOTAL							\$ 107,100.00

### NOTE:

Includes Software FX coverage for the following:

Location HA Premier NSC  
9 Channel IP Simulcast System  
Control Point  
6 Transmit Sites  
11 Consoles  
Migration Gateway  
EDACS System

Price Valid Until August 31, 2016.

Terms: Net 30 Days.

Shipping: FOB Source, prepaid and add to invoice.

## **DECLARATION OF TRUST MCHD Employee Benefits Trust**

This Declaration of Trust is made and entered into by and among the Montgomery County Hospital District ("MCHD"), as "Settlor", and each of the persons executing this Declaration of Trust as "Trustees".

### **I. DECLARATION OF TRUST**

MCHD has previously purchased insurance policies which are described on Exhibit A attached to this Declaration of Trust (the "Policies"), for the purpose of providing life, disability, sickness, accident, and other health benefits to MCHD's officers, employees, qualified retirees and their dependents.

MCHD, as Settlor, designates the members of its board of directors to be Trustees and declares that the Policies and all substitutions and additions and related funds, if any, as and when issued in the name of the Trust, will constitute a trust fund to be held for the sole benefit of MCHD officers, employees, qualified retirees and their dependents. The trust created by this Declaration of Trust shall be known as the MCHD Employee Benefits Trust ("Trust").

### **II. PURPOSE; BENEFICIARIES**

This Trust is a nonprofit trust created for the purpose of providing MCHD officers, employees, qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. This Trust is and is intended to be and to conform with the requirements of a "single nonprofit trust" as described in Section 222.002(c)(5) of the Texas Insurance Code, as the same may be amended from time to time (the "Code").

The beneficiaries of the Trust are MCHD officers, employees, qualified retirees and their dependents who are covered by a life, disability, sickness, accident, or other health benefits plan purchased or adopted by the Trust (also called the "Covered Persons"). Covered Persons may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No Covered Person shall have any claim against the funds or any other property of the Trust. The rights and interests of the Covered Persons are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

At no time shall any part of the Trust assets or funds be used for, or diverted to, purposes other than to provide the benefits contemplated under the Policies for the exclusive benefit of Covered Persons, except any taxes and administrative expenses for which the trust is liable may be paid from the Trust if such payment would be consistent with the purpose of the Trust as a "single nonprofit trust" within the meaning of Section 222.002(c)(5) of the Code; otherwise such amounts shall be paid by MCHD and not from the Trust.

### **III. TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, MEETINGS**

*Composition.* The Trustees are board members of MCHD, and the term of each Trustee is contemporaneous with his or her term as a board member of MCHD. Whenever a Trustee ceases

to be a board member of MCHD, the person succeeding him or her in office will serve as a successor Trustee of the Trust.

*Officers.* The MCHD board chair shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred in this Declaration of Trust or by majority vote of the Trustees. The vice chair of the MCHD board shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The MCHD board secretary shall serve as Secretary. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

*Compensation.* The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the MCHD board of directors.

*Meetings.* A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least 24 hours written notice of any meeting. For purposes of this section, electronic mail notice constitutes written notice.

#### **IV. RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

*Rights, Powers and Duties.* In addition to all other powers and duties conferred onto them by this Declaration of Trust and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the Covered Persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Declaration of Trust or by law or to effectuate the purpose of the Trust. All such contracts and agreements or any other legal documents authorized in this Declaration of Trust shall be approved by the Trustees and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust and to operate and administer the Trust solely in the interest of the covered MCHD officers, employees, qualified retirees and dependents thereof and for the exclusive purpose of providing benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, sickness, accident and health insurance to provide coverage for participating MCHD officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible MCHD officers, employees, and qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from Covered Persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of

the functions necessary for providing life, disability, sickness, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration and administrative services. When required by law or desired by the Trustees, the Trustees may seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law for the benefit of the Covered Persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents when making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. MCHD may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for MCHD itself, to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by MCHD must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds, and shall prepare periodic financial reports and deliver said report to MCHD.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Article VII of this Declaration of Trust.

*Quorum and Voting.* A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

## **V. TRUST FUNDS**

The Trust funds consist of the assets described in Schedule A as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. To pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the performance of their duties as allowed under Section 222.002(c)(5)(A) of the Code and or permitted by the Comptroller of the State of Texas in its role as the administrator of this legislation;

2. To pay premiums on any insurance policies allowed under Section 222.002(c)(5)(A) of the Code to be purchased by the Trust;
3. To make authorized investments; and
4. To pay claims under any health benefits plan adopted by the Trustees.

## **VI. LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties under this Declaration of Trust; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties under this Declaration of Trust. To the fullest extent permitted by law: (a) MCHD shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal in a Proceeding, or any inquiry or investigation preliminary to a Proceeding, by reason of the fact that the Trustee is or was a Trustee; (b) MCHD shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

## **VII. DURATION; AMENDMENT; REVOCATION; TERMINATION**

The Trust shall continue until fifty years from the date of this Declaration of Trust unless earlier terminated by (1) operation of law or (2) a majority vote of the Trustees.

The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust by majority vote at a duly called meeting at which a quorum is present; except, however, that the Trustees shall have no power to amend Article II of this Declaration of Trust. Covered Persons shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under MCHD's health benefits plan that may be in effect at the time of termination of the Trust and then either apply any remaining balance of the funds for the benefit of those Covered Persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such Covered Persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established for a substantially similar purpose to be applied for uses substantially similar to those set forth in Article II of this Declaration of Trust.

## **IX. CONSTRUCTION OF TRUST**

This Declaration of Trust and the Trust shall be construed and governed by the laws of the State of Texas in force from time to time. If any provision of this Declaration of Trust shall be held illegal or invalid for any reason, such determination shall not affect the whole, but the balance of the provisions of this Declaration of Trust shall remain operative and shall be carried into effect insofar as is legally possible.

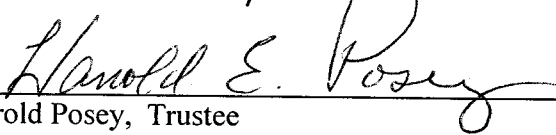
IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Trust and Schedule A attached, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created under this Declaration of Trust, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Montgomery County Hospital District, as Settlor


By: 

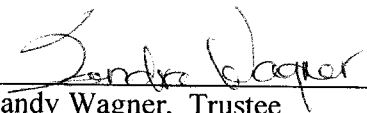
Name/Title:

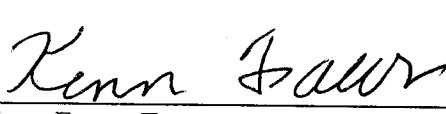
Randy H. Johnson, CEO

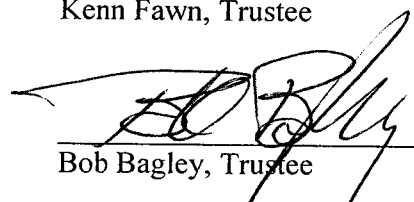
  
Harold Posey, Trustee

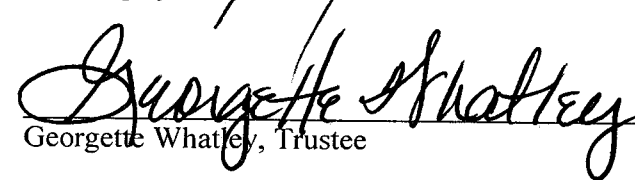
Mark Cole, Trustee

  
Chris Grice, Trustee

  
Sandy Wagner, Trustee

  
Kenn Fawn, Trustee

  
Bob Bagley, Trustee

  
Georgette Whatley, Trustee

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

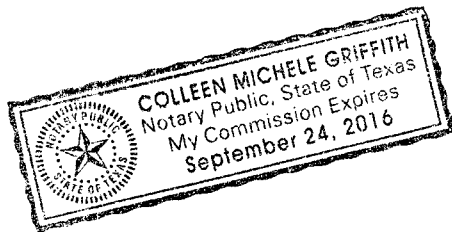
This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_  
member of the board of MCHD, on behalf of Settlor.

§  
§

July 26th

Randy Johnson

Colleen Michele Griffith



Notary Public, State of Texas

Print Name: Colleen Michele Griffith

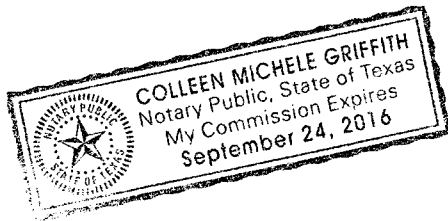
My Commission Expires: 09/24/2016



THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

This instrument was acknowledged before me on July 26<sup>th</sup>, 2016, by Harold Posey, member of the board of MCHD, as Trustee.



Colleen Michele Griffith

Notary Public, State of Texas

Print Name Colleen Michele Griffith

My Commission Expires: 09/24/2016

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

July 26

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Chris Grice, member of the board of MCHD, as Trustee.

Colleen Michele Griffith

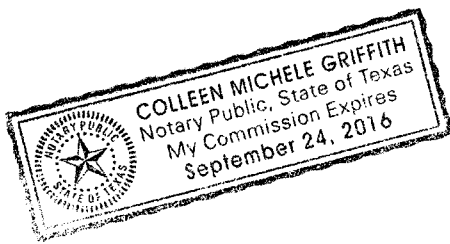
Notary Public, State of Texas

Print Name:

Colleen Michele Griffith

My Commission Expires:

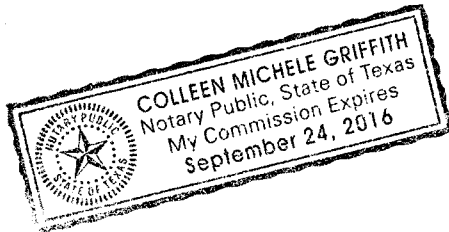
09/24/2016



THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

This instrument was acknowledged before me on July 26, 2016, by Sandy Wagner, member of the board of MCHD, as Trustee.



Colleen Michele Griffith

Notary Public, State of Texas

Print Name: Colleen Michele Griffith

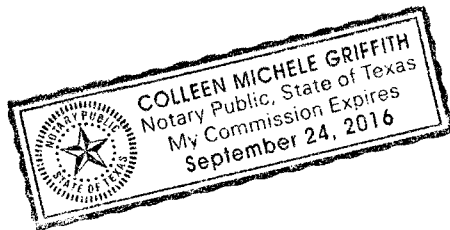
My Commission Expires: 09/24/2016

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

July 26

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Kenn Fawn, member of the board of MCHD, as Trustee.



Colleen Michele Griffith

Notary Public, State of Texas

Print Name: Colleen Michele Griffith

My Commission Expires: 09/24/2016

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

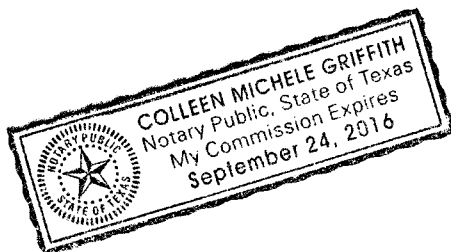
This instrument was acknowledged before me on July 26, 2016, by Bob Bagley, member of the board of MCHD, as Trustee.

Colleen Michele Griffith

Notary Public, State of Texas

Print Name: Colleen Michele Griffith

My Commission Expires: 09/24/2016



THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

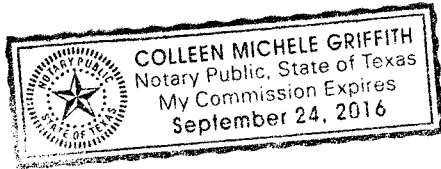
This instrument was acknowledged before me on July 26, 2016, by Georgette Whatley,  
member of the board of MCHD, as Trustee.

Colleen Michele Griffith

Notary Public, State of Texas

Print Name: Colleen Michele Griffith

My Commission Expires: 09/24/2016



## **SCHEDULE A**

The following is a list of the assets initially transferred by MCHD, as Settlor, to the Trust:

**[POLICY DESCRIPTIONS ATTACHED]**

**AGENDA ITEM: 29****CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO  
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016****BUDGET AMENDMENT – SEPTEMBER 30, 2016**

THAT WHEREAS, therefore on September 1, 2015 the Board heard and approved the budget for the year 2015/2016 for the benefit of Montgomery County Hospital District; and

WHEREAS, to meet unusual and unforeseen conditions, which could not by reasonable and diligent thought and attention, have been included in the budget for 2015/16 adopted on September 1, 2015, or a line item transfer has been requested with no impact on the original budget, or a line item transfer has been requested with a positive impact on the original budget; and

WHEREAS, the Board by and through this budget amendment intends to reflect the funding provided and expenses incurred as a result of its operation and management of the Montgomery County Hospital District for the year 2015/2016 pursuant to its contractual responsibilities therefore.

NOW, THEREFORE, BE IT RESOLVED that upon motion of MR. GRICE, seconded by MR. Bugley and duly carried by the following vote: AYES: 6 NAYS: 0, the following amendment(s) to said budget is/are hereby authorized:

Budget Amendment 4 - September 30, 2016					
Line	Account Number	Account Description	FY 2016 Annual Budget	FY 2016 Amended Budget	Increase / (Decrease) Net Revenue Over Expenses
1	10-006-54100	Dues/Subscriptions	31,312.00	1,312.00	(30,000.00)
2	10-007-52754	Capital Purchase - Equipment	1,587,000.00	1,552,000.00	(35,000.00)
3	10-007-57100	Professional Fees	559,661.00	594,661.00	35,000.00
4	10-010-52754	Capital Purchase - Equipment	452,850.00	467,850.00	15,000.00
5	10-010-52755	Capital Purchase - Vehicles	1,275,945.00	1,311,145.00	35,200.00
6	10-010-54700	Fuel	495,658.00	445,458.00	(50,200.00)
7	10-015-53050	Computer Software	595,738.16	625,738.16	30,000.00
8	10-015-57100	Professional Fees	452,000.00	448,630.00	(3,370.00)
9	10-015-58500	Training/Related Expenses	0.00	3,370.00	3,370.00
		<b>Subtotal - Expenses</b>	<b>5,450,164.16</b>	<b>5,450,164.16</b>	<b>0.00</b>
		<b>Increase / (Decrease) Net Revenue over Expenses</b>			<b>0.00</b>
		<b>FY 2016 Annual Budget Change in Fund Balance</b>			<b>5,917,561.52</b>
		<b>FY 2016 Amended Budget Change in Fund Balance</b>			<b>5,917,561.52</b>

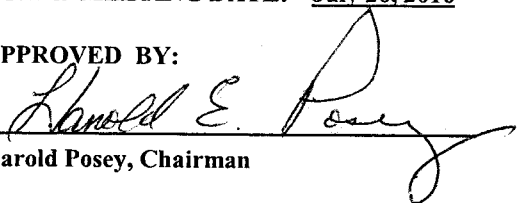


AGENDA ITEM: 29  
CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO  
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016

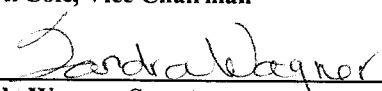
BUDGET AMENDMENT – SEPTEMBER 30, 2016

BOARD MEETING DATE: July 26, 2016

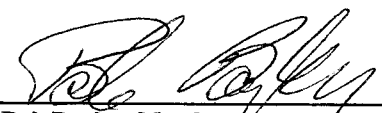
APPROVED BY:

  
Harold Posey, Chairman

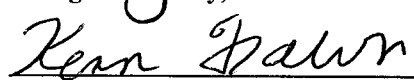
\_\_\_\_\_  
Mark Cole, Vice Chairman

  
Sandy Wagner, Secretary

  
Chris Grice, Treasurer

  
Bob Bagley, Member

  
Georgette Whatley, Member

  
Kenn Fawn, Member

MCHD Surplus/Salvage  
July 2016

Qty	Serial Number	MCHD Tag	Product Description	S/S	Reason
1	VIN: 3D6WG46T49G529565	NA	2009 Dodge Ram 3500 Cab/Chassis	Surplus	Remount of shop 20; mileage 155,009
1	602066370	7317	Phillips AED Model# M3860	Salvage	Device continuously fails self test and cannot be repaired
1	VIN: 1GNKREEDX8J142397	NA	2011 Chevrolet Traverse	Surplus	End of life, transmission bad; mileage 182,291
1	VIN: 1FAFP71W82X109186	NA	2002 Ford Crown Victoria	Surplus	Age, not used; mileage 130,069
1	VIN: 1FAFP71W92X145176	NA	2002 Ford Crown Victoria	Surplus	Age, not used; mileage 126,903
1	C11145A023081	10031	King Vision Laryngoscope Display	Salvage	No longer works and cannot be repaired per manufacturer
1	G26798	9383	EZ IO Driver	Salvage	No longer works and cannot be repaired per manufacturer
1	5604592	13	Mobile Generator 2500 series	Surplus	No longer used
1	5604606	14	Mobile Generator 2500 series	Surplus	No longer used
1	5604590	15	Mobile Generator 2500 series	Surplus	No longer used
1	5500632	16	Mobile Generator 2500 series	Surplus	No longer used
1	5602784	17	Mobile Generator 2500 series	Surplus	No longer used
1	5604612	18	Mobile Generator 2500 series	Surplus	No longer used
1	5602813	19	Mobile Generator 2500 series	Surplus	No longer used
1	5604633	3	Mobile Generator 3600 series	Surplus	No longer used
1	5602858	4	Mobile Generator 3600 series	Surplus	No longer used
1	5604634	5	Mobile Generator 3600 series	Surplus	No longer used
1	5604621	6	Mobile Generator 3600 series	Surplus	No longer used
1	5604637	7	Mobile Generator 3600 series	Surplus	No longer used
1	5604631	8	Mobile Generator 3600 series	Surplus	No longer used
1	5604643	9	Mobile Generator 3600 series	Surplus	No longer used
1	5604632	10	Mobile Generator 3600 series	Surplus	No longer used
1	5604835	12	Mobile Generator 3600 series	Surplus	No longer used
1	5602873	13	Mobile Generator 3600 series	Surplus	No longer used
1	5602862		Mobile Generator 3600 series	Surplus	No longer used
1	5604640		Mobile Generator 3600 series	Surplus	No longer used
1	GC05-2888515	20	Mobile Generator 4500 series	Surplus	No longer used
1	GC05-2757010	21	Mobile Generator 4500 series	Surplus	No longer used
1	GC05-2888516	22	Mobile Generator 4500 series	Surplus	No longer used
1	GC05-2888502	23	Mobile Generator 4500 series	Surplus	No longer used

MCHD IT Salvage  
July 2016

	Asset Tag/Label	Brand	Model	Status
DESKTOPS				
1	7238	Dell	OPTIPLEX	Broken, Out of Warranty
2	7240	Dell	OPTIPLEX	Broken, Out of Warranty
3	7260	Dell	OPTIPLEX	Broken, Out of Warranty
4	7262	Dell	OPTIPLEX	Broken, Out of Warranty
5	7272	Dell	OPTIPLEX	Broken, Out of Warranty
6	7273	Dell	OPTIPLEX	Broken, Out of Warranty
7	7275	Dell	OPTIPLEX	Broken, Out of Warranty
8	7548	Dell	OPTIPLEX	Broken, Out of Warranty
9	7667	Dell	OPTIPLEX	Broken, Out of Warranty
10	7673	Dell	OPTIPLEX	Broken, Out of Warranty
11	7693	Dell	OPTIPLEX	Broken, Out of Warranty
12	7695	Dell	OPTIPLEX	Broken, Out of Warranty
13	7699	Dell	OPTIPLEX	Broken, Out of Warranty
14	7856	Dell	OPTIPLEX	Broken, Out of Warranty
15	8007	Dell	OPTIPLEX	Broken, Out of Warranty
16	8097	Dell	OPTIPLEX	Broken, Out of Warranty
17	9317	Dell	OPTIPLEX	Broken, Out of Warranty
18	CAP20340	Dell	OPTIPLEX	Broken, Out of Warranty
19	8805	Dell	OPTIPLEX	Broken, Out of Warranty
20	8806	Dell	OPTIPLEX	Broken, Out of Warranty
21	7549	Dell	OPTIPLEX	Broken, Out of Warranty
22	7129	Dell	OPTIPLEX	Broken, Out of Warranty
23	9276	Dell	OPTIPLEX	Broken, Out of Warranty
24	8004	Dell	OPTIPLEX	Broken, Out of Warranty
25	9003	Dell	OPTIPLEX	Broken, Out of Warranty
26	9009	Dell	OPTIPLEX	Broken, Out of Warranty
27	9329	Dell	OPTIPLEX	Broken, Out of Warranty
28	5789	Dell	OPTIPLEX	Broken, Out of Warranty
29	5653	Dell	OPTIPLEX	Broken, Out of Warranty
30	7126	Dell	OPTIPLEX	Broken, Out of Warranty
31	EMSFLD -ST30-DVR	Dell	OPTIPLEX	Broken, Out of Warranty
32	RVPTRN-D003	Dell	OPTIPLEX	Broken, Out of Warranty
33	RVPTRN-D008	Dell	OPTIPLEX	Broken, Out of Warranty
34	RVPTRN-DO13	Dell	OPTIPLEX	Broken, Out of Warranty
MONITORS				
1	5625	Dell	SE2417HG	Broken, Nonrepairable
2	6475	Dell	SE2417HG	Broken, Nonrepairable
3	6512	Dell	SE2417HG	Broken, Nonrepairable
4	7181	Dell	SE2417HG	Broken, Nonrepairable
5	7191	Dell	SE2417HG	Broken, Nonrepairable
6	7263	Dell	SE2417HG	Broken, Nonrepairable
7	7611	Dell	SE2417HG	Broken, Nonrepairable
8	8098	Dell	SE2417HG	Broken, Nonrepairable
9	8111	Dell	SE2417HG	Broken, Nonrepairable
10	8140	Dell	SE2417HG	Broken, Nonrepairable

MCHD IT Salvage  
July 2016

11	8140	Dell	SE2417HG	Broken, Nonrepairable
12	8466	Dell	SE2417HG	Broken, Nonrepairable
13	8468	Dell	SE2417HG	Broken, Nonrepairable
14	9347	Dell	SE2417HG	Broken, Nonrepairable
15	7685	Dell	1707FPt	Broken, Nonrepairable
16	6576	Dell	E171FPb	Broken, Nonrepairable
17	6498	Dell	1907FPVt	Broken, Nonrepairable
18	CAP20315	Dell	SE2417HG	Broken, Nonrepairable
19	9178	View Sonic	VS13239	Broken, Nonrepairable
SCANNERS				
1	N/A	Fujitsu	fi-5110C	Broken, Nonrepairable
2	5749	Fujitsu	fi-5110C	Broken, Nonrepairable
3	5739	Fujitsu	fi-5110C	Broken, Nonrepairable
4	N/A	Fujitsu	fi-5110C	Broken, Nonrepairable
5	5745	Fujitsu	fi-5110C	Broken, Nonrepairable
6	3826	HP	2200DN	Broken, Nonrepairable
LAPTOPS				
1	7464	Panasonic	CF-14	Broken, Nonrepairable
2	7463	Panasonic	CF-14	Broken, Nonrepairable
3	7282	Dell		Broken, Nonrepairable
4	7864	Panasonic	CF-18	Broken, Nonrepairable
5	7285	Lenovo		Broken, Nonrepairable
6	7287	Lenovo		Broken, Nonrepairable
7	9037	Lenovo		Broken, Nonrepairable
8	N/A	Dell	PP15L	Broken, Nonrepairable
9	N/A	HP	HSTNN-103C	Broken, Nonrepairable
10	N/A	Dell	PP15L	Broken, Nonrepairable
TOUGHBOOKS				
1	9459	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
2	9457	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
3	N/A	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
4	9461	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
5	9372	Panasonic	CF-19RDRA6M	Broken, Out of Warranty
6	9378	Panasonic	CF-19RDRA6M	Broken, Out of Warranty
7	9455	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
8	9376	Panasonic	CF-19RDRA6M	Broken, Out of Warranty
9	9458	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
10	9451	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty
11	9463	Panasonic	CF-19RCRAX1M	Broken, Out of Warranty

**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., June 28, 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. Posey

**3. Pledge of Allegiance**

Led by Mr. Fawn

**4. Roll Call**

Present:

Harold Posey  
Sandy Wagner  
Kenn Fawn  
Georgette Whatley

Not Present:

Bob Bagley  
Chris Grice  
Mark Cole

**5. Public Comment**

There were no comments from the public.

**6. Special Recognition –**

**Special Recognition –** Phil Daniel

**Field –** Robert Grisham

**Non Field –** Jackie Mladenka