

**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., September 26, 2017 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. Bagley

3. Pledge of Allegiance

Led by Mr. Spratt

4. Roll Call

Present:

Bob Bagley
Chris Grice
Mark Cole
Kenn Fawn
Sandy Wagner
Brad Spratt
Georgette Whatley

5. Public Comment

John Nicks made a public comment to the board.

6. Special Recognition:

September employee recognition will be recognized at the October, 2017 board meeting.

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. Consider and act upon reassessment of flood damaged properties in Montgomery County for the 2017 tax year as provided by section 23.02 of the Texas Tax Code and to discuss any other MCHD budget action to be taken in regard to this matter. (Mr. Grice, Treasurer-MCHD Board)

Mrs. Tammy McRae, Montgomery County Tax Assessor and Mr. Tony Belinoski, Montgomery County Chief Appraiser gave a presentation to the board.

Mr. Grice made a motion to approve reassessment of flood damaged properties in Montgomery County for the 2017 tax year as provided by section 23.02 of the Texas Tax Code and to discuss

any other MCHD budget action to be taken in regard to this matter. Ms. Whatley offered a second. After board discussion motion passed unanimously.

- 9. Consider and act on presentation and staff's recommendation on Human Resource Information System (HRIS). (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to accept staff's recommendation on Human Resource Information System (HRIS) as outlined in our board book. Mr. Cole offered a second and motion passed unanimously.

- 10. 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 report to the board.

- 11. Notice of Tobacco Settlement board appointment FY August, 2017 thru 2023. (Mr. Fawn, Chairman – MCHD Board) (attached)**

Mr. Fawn advised that Mr. Fred Greene had been reappointed to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

Mr. Fawn advised that Mr. Harold Posey was not selected to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee. Mr. Johnson did advise the board that he had spoken with Mr. Posey about not being selected.

- 12. Consider and act on the 2017 Wage and Salary survey. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to consider and act on the 2017 Wage and Salary survey with noted updates in the boardbook. Mr. Grice offered a second and motion passed unanimously.

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

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

- 14. Consider and act on approval for one (1) each new ambulance and six (6) each remounts/chassis from FY 2017-2018 budgeted capital. (Mr. Bagley, Chair – EMS Committee)**

Mr. Bagley made a motion to consider and act on approval for one (1) each new ambulance and six (6) each remounts from FY 2017-2018 budgeted capital. Mr. Cole offered a second and motion passed unanimously.

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

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

- 16. Consider and act on MCHD East County Tower lease. (Mr. Cole, Chair – PADCOM) (attached)**

Mr. Cole made a motion to consider and act on MCHD East County Tower lease. Mr. Grice offered a second and motion passed unanimously.

"Mr. Fawn requested that Agenda Item 25 be moved up prior to agenda item 17."

- 17. 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.

- 18. 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.

- 19. 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.

- 20. Presentation of preliminary Financial Report for eleven months ended August 31, 2017 – 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.

- 21. Consider and act on annual approval of Montgomery County Hospital District Purchasing Policy. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act on annual approval of Montgomery County Hospital District Purchasing Policy. Ms. Whatley offered a second and motion passed unanimously.

- 22. 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.

- 23. 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 as listed. Mr. Spratt offered a second and motion passed unanimously.

- 24. Secretary's Report - Consider and act on minutes for the August 22, 2017 Regular BOD meeting, September 12, 2017 Public Budget hearing and September 12, 2017 Special BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on minutes for the August 22, 2017 Regular BOD Meeting. Ms. Whatley offered a second and motion passed. Mr. Grice abstained from vote.

Mrs. Wagner made a motion to consider and act on minutes from the September 12, 2017 Public Budget Hearing. Ms. Whatley offered a second and motion passed. Mr. Cole abstained from vote.

Mrs. Wagner made a motion to consider and act on minutes from the September 12, 2017 Special BOD meeting. Ms. Whatley offered a second and motion passed. Mr. Cole abstained from vote.

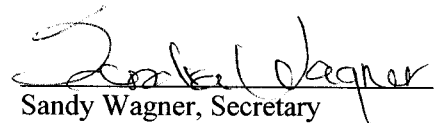
25. Consider and act on Medical Supply RFP. (Mr. Cole, Chair – PADCOM Committee) (attached)

Mr. Eric Baldwin, Materials Management Manager gave a presentation to the board.

Mr. Cole made a motion to consider and act on Medical Supply RFP. Mr. Grice offered a second. After discussion motion passed unanimously.

26. Adjourn

Meeting adjourned at 5:08 p.m.


Sandy Wagner, Secretary



Montgomery County Hospital District

Board of Directors - Public Meeting

Request for Appearance

Speaker's Name

John Nicks

Address

PO Box 827 Memphis 11353

Representing

☒

Self

☐

Group or Organization

(of 25 or more)

Name of Group

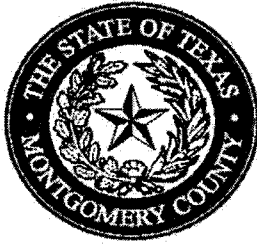
FOR MCHD USE ONLY

Date of Meeting

Subject

Program

Presiding Officer



Tammy J. McRae

Tax Assessor-Collector
Montgomery County

September 14, 2017

Montgomery County Hospital District
Attn: Brett Allen
P.O. Box 478
Conroe, TX 77305

Re: Reappraisal of Property Damaged in Disaster Area

Dear Mr. Allen,

On Tuesday, September 12, 2017, Montgomery County Commissioners Court authorized a resolution for the reappraisal of properties damaged due to Hurricane Harvey pursuant to the Texas Property Tax Code, Sec. 23.02, which states:

Sec. 23.02. Reappraisal of Property Damaged in Disaster Area.

- (a) *The governing body of a taxing unit that is located partly or entirely inside an area declared to be a disaster area by the governor may authorize reappraisal of all property damaged in the disaster at its market value immediately after the disaster.*
- (b) *If a taxing unit authorizes a reappraisal pursuant to this section, the appraisal office shall complete the reappraisal as soon as practicable. The appraisal office shall include on the appraisal records, in addition to other information required or authorized by law:*
- (1) the date of the disaster;*
 - (2) the appraised value of the property after the disaster; and*
 - (3) if the reappraisal is not authorized by all taxing units in which the property is located, an indication of the taxing units to which the reappraisal applies.*
- (c) *A taxing unit that authorizes a reappraisal under this section must pay the appraisal district all the costs of making the reappraisal. If two or more taxing units provide for the reappraisal in the same territory, each shall share the costs of the reappraisal in that territory in the proportion the total dollar amount of taxes imposed in that territory in the preceding year bears to the total dollar amount of taxes all units providing for reappraisal of that territory imposed in the preceding year.*
- (d) *If property damaged in a disaster is reappraised as provided by this section, the governing body shall provide for prorating the taxes on the property for the year in which the disaster occurred. If the taxes are prorated, taxes due on the property are determined as follows: the taxes on the property based on its value on January 1 of that year are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days before the date the disaster occurred; the taxes on the property based on its reappraised value are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days, including the date the disaster occurred, remaining in the year; and the total of the two amounts is the amount of taxes on the property for the year.*

Tax statements will be mailed on the current taxable value as of January 1, 2017 on October 1st or shortly thereafter. I ANTICIPATE receiving the reappraisal supplement from Montgomery County Appraisal District in December. Upon receipt of the supplement, revised tax statements will be mailed

400 N. San Jacinto St.
Conroe, Texas 77301

(936) 539-7897
(281) 354-5511 ext 7897

reflecting the adjusted value for the county and any other entity that elects to reappraise. An automatic refund will be generated for any paid account whose value is lowered by the reappraisal. We will be working closely with mortgage companies to ensure they have the most up-to-date information prior to remitting payments in an effort to avoid potential issues with taxpayer escrow accounts.

If the governing body of a taxing entity wishes to authorize the reappraisal of damaged properties within its boundaries, they must do so by a resolution and it must be provided to my office no later than November 15, 2017. Following this timeframe will be the most cost effective for the taxing entity and ultimately, the taxpayer.

I will be happy to answer any questions you may have or attend board meetings to discuss this option. Please feel free to contact me at (936) 538-8124 or tammy.mcrae@mctx.org.

Sincerely,

Tammy McRae

Tammy McRae, PCAC
Tax Assessor-Collector

Texas Tax Code - Reappraisal of Property Damaged in Disaster Area

Sec. 23.02. REAPPRAISAL OF PROPERTY DAMAGED IN DISASTER AREA. (a) The governing body of a taxing unit that is located partly or entirely inside an area declared to be a disaster area by the governor may authorize reappraisal of all property damaged in the disaster at its market value immediately after the disaster.

(b) If a taxing unit authorizes a reappraisal pursuant to this section, the appraisal office shall complete the reappraisal as soon as practicable. The appraisal office shall include on the appraisal records, in addition to other information required or authorized by law:

(1) the date of the disaster;

(2) the appraised value of the property after the disaster; and

(3) if the reappraisal is not authorized by all taxing units in which the property is located, an indication of the taxing units to which the reappraisal applies.

(c) A taxing unit that authorizes a reappraisal under this section must pay the appraisal district all the costs of making the reappraisal. If two or more taxing units provide for the reappraisal in the same territory, each shall share the costs of the reappraisal in that territory in the proportion the total dollar amount of taxes imposed in that territory in the preceding year bears to the total dollar amount of taxes all units providing for reappraisal of that territory imposed in the preceding year.

(d) If property damaged in a disaster is reappraised as provided by this section, the governing body shall provide for prorating the taxes on the property for the year in which the disaster occurred. If the taxes are prorated, taxes due on the property are determined as follows: the taxes on the property based on its value on January 1 of that year are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days before the date the disaster occurred; the taxes on the property based on its reappraised value are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days, including the date the disaster occurred, remaining in the year; and the total of the two amounts is the amount of taxes on the property for the year.

(e) Repealed by Acts 1983, 68th Leg., p. 4829, ch. 851, Sec. 28, eff. Aug. 29, 1983.

Added by Acts 1981, 67th Leg., 1st C.S., p. 136, ch. 13, Sec. 57, eff. Jan. 1, 1982. Amended by Acts 1983, 68th Leg., p. 4829, ch. 851, Sec. 28, eff. Aug. 29, 1983.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1259 (H.B. 585), Sec. 13, eff. June 14, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1259 (H.B. 585), Sec. 14, eff. June 14, 2013.

MCHD Employee Benefits Broker RFP Ranking

Proposal Evaluation Form

Name of Reviewer: COMPOSITE SCORE					
Company Name	Ceridian	CornerStone	Paychex	Paycom	
<i>Instructions: Fill in number for each field (Scale 0-5; No Mention [0] in proposal to Exceeds Requirements [5] for proposal)</i>					
Non-Financial					Weight
Features, operating speed, reliability, functionality, warranty, compatibility, flexibility, and suitability of the proposed product, including responsiveness to the attached questionnaire, completeness and thoroughness of the software and supporting technology	4.33	2.50	3.67	4.67	40%
Demonstrated Proposer's experience and technical support, with the type of Payroll/HR software and peripherals offered	4.17	2.67	1.50	4.50	20%
Proposed references and recommendations from third parties.	3.33	3.33	3.33	0.33	10%
Meeting MCHD's required deadline to go live.	2.67	2.67	2.00	5.00	10%
Non-Financial Sub-Total Score	3.17	2.13	2.30	3.30	80%
Financial					
Total Evaluated Cost	2	1	4	3	20%
Financial Sub-Total Score	0.4	0.2	0.8	0.6	
Overall Score	3.6	2.3	3.1	3.9	100%

Total Cost

\$ 109,920.00 \$ 200,790.75 \$ 70,949.72 \$ 103,276.00

TEXAS Conference of
Urban Counties

9/11/2017

Chairman
Judge
Bob Hebert
Fort Bend County

Immediate Past Chair
Commissioner
Bobbie Mitchell
Denton County

Vice-Chairmen
Comm. Tim Brown
Bell County
Judge Ed Emmett
Harris County
Judge Loyd Neal
Nueces County
Judge Glen Whitley
Tarrant County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Harris ~ Hays
Hidalgo ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Montgomery
Nueces ~ Potter
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Fred Greene
Executive Vice President
Woodforest Financial Services Inc.
1599 Lake Robbins Drive, Suite 200
The Woodlands, TX 77380

Re: **Notice of Appointment to the Tobacco Settlement
Permanent Trust Account Investment Advisory
Committee**

Dear Mr. Greene,

The Texas Conference of Urban Counties is pleased to appoint you to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee. On behalf of all fund distribution recipients, we are grateful to have your willingness to serve.

Your appointment is for a term that expires August 31, 2023, and is effective immediately.

Information regarding the next Account Investment Committee meeting will be provided to all appointees by the Texas Treasury Safekeeping Trust Company.

Thank you again for your willingness to serve on this important committee.

Sincerely,



John Dahill
General Counsel

CC: Randy Johnson, Montgomery County Hospital District

TEXAS Conference of
Urban Counties

9/11/2017

Chairman
Judge
Bob Hebert
Fort Bend County

Immediate Past Chair
Commissioner
Bobbie Mitchell
Denton County

Vice-Chairmen
Comm. Tim Brown
Bell County
Judge Ed Emmett
Harris County
Judge Loyd Neal
Nueces County
Judge Glen Whitley
Tarrant County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Harris ~ Hays
Hidalgo ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Montgomery
Nueces ~ Potter
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Randy Johnson
Chief Executive Officer
Montgomery County Hospital District
1400 South Loop 336 West
Conroe, TX 77304

Re: **Notice of Appointments to the Tobacco Settlement
Permanent Trust Account Administration Advisory
Committee**

Dear Mr. Johnson,

Earlier this year, the Montgomery County Hospital District nominated Harold Posey to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee. The Board members of the Texas Conference of Urban Counties extends their appreciation for your willingness to nominate a qualified individual.

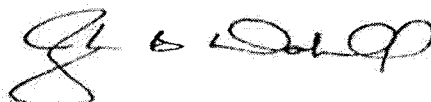
Seven nominations were received from the eligible political subdivisions. The appointment process was taken seriously by the Board and each nominee was given due consideration. The Board believes that each nominee would have been an asset to the Committee.

The Board appointed the following individuals:

- Sharon Clark, Tarrant County Hospital District
- Jonny F. Hipp, Nueces County Hospital District
- Carolyn Konecny, Travis County Healthcare District
- Michael Nunez, El Paso County Hospital District

Thank you for your willingness to participate in this important process. Please contact us if you have any questions regarding this or any other matter.

Sincerely,



John Dahill
General Counsel

JOB TITLE	CURRENT GRADE	CURRENT MIN ANNUAL	CURRENT MAX ANNUAL	PROPOSED GRADE	PROPOSED MIN ANNUAL	PROPOSED MAX ANNUAL
EMS BASIC 601	NO GRADE	\$37,000	\$45,000	600	N/C	N/C
EMS INTERMEDIATE 602	NO GRADE	\$39,000	\$44,900	601	N/C ↑ 6.9%	\$48,000
EMS ATTENDANT 603	NO GRADE	\$46,500	\$51,500	602	N/C ↑ 9%	\$56,200
EMS INCHARGE 604	NO GRADE	\$58,000	\$72,540	603	N/C ↑ 3.4%	\$75,000
EMS FTO 605	NO GRADE	\$63,500	\$79,400	604	N/C ↑ 4.5%	\$83,000
EMS SUPERVISOR 606	NO GRADE	\$72,000	\$90,000	605	N/C ↑ 4.5	\$94,000
EMS SHIFT COMMANDER 700	NO GRADE	\$90,000	\$112,500	606	N/C	N/C
ALARM MEDIC I 701	NO GRADE	\$39,000	\$45,000	700	N/C ↑ 4.5	\$47,000
ALARM MEDIC II 702	NO GRADE	\$48,800	\$56,000	701	N/C ↑ 7.1	\$60,000
ALARM MEDIC III 703	NO GRADE	\$56,000	\$61,000	702	N/C ↑ 11.4	\$68,000
ALARM SUPERVISOR	NO GRADE	\$62,900	\$78,600	703	N/C ↑ 7.5	\$84,500

NON-FIELD Payscale FY '18

JOB TITLE	CURRENT GRADE	CURRENT MIN ANNUAL	CURRENT MAX ANNUAL	PROPOSED GRADE	PROPOSED MIN ANNUAL	PROPOSED MAX ANNUAL
100						
BILLING REPRESENTATIVE I	100	\$26,581	\$36,162	100	\$25,376	\$38,064
MATERIALS MANAGEMENT TECH	NO GRADE	\$0	\$0	100	\$25,376	\$38,064
DISTRIBUTION TECHNICIAN	100	\$26,581	\$36,162	100	\$25,376	\$38,064
MAKE READY TECHNICIAN	100	\$26,581	\$36,162	100	\$25,376	\$38,064
MECHANIC HELPER	100	\$26,581	\$36,162	100	\$25,376	\$38,064
101						
COMMUNITY HEALTH WORKER	101	\$30,533	\$42,612	101	\$27,768	\$41,652
DOCUMENT IMAGING SPECIALIST	102	\$32,681	\$47,166	101	\$27,768	\$41,652
HR ASSISTANT/RECEPTIONIST	100	\$26,581	\$36,162	101	\$27,768	\$41,652
INTAKE SPECIALIST	101	\$30,533	\$42,612	101	\$27,768	\$41,652
102						
BILLING REPRESENTATIVE II	101	\$30,533	\$42,612	102	\$29,640	\$44,460
CLAIMS REPRESENTATIVE	201	\$36,978	\$56,273	102	\$29,640	\$44,460
ELIGIBILITY SPECIALIST II	102	\$32,681	\$47,166	102	\$29,640	\$44,460
SCHEDULER	102	\$32,681	\$47,166	102	\$29,640	\$44,460
200						
FACILITIES TECHNICIAN I	200	\$35,366	\$49,900	200	\$34,320	\$51,480
RADIO TECHNICIAN	200	\$35,366	\$49,900	200	\$34,320	\$51,480
BILLING REPRESENTATIVE III	102	\$32,681	\$47,166	200	\$34,320	\$51,480
IT WEB ADMINISTRATOR	200	\$35,366	\$49,900	200	\$34,320	\$51,480
PHARMACY BENEFITS REP I	201	\$36,978	\$56,273	200	\$34,320	\$51,480
SUPPLY CHAIN SPECIALIST	200	\$35,366	\$49,900	200	\$34,320	\$51,480
201						
MECHANIC I	200	\$35,366	\$49,900	201	\$36,400	\$54,600
ADMIN MATERIALS COORDINATOR	200	\$35,366	\$49,900	201	\$36,400	\$54,600
SUPPORT SERVICES ADMIN ASST	200	\$35,366	\$49,900	201	\$36,400	\$54,600
RECORDS ADMINISTRATOR	200	\$35,366	\$49,900	201	\$36,400	\$54,600
202						
ACCOUNTS PAYABLE SPECIALIST	200	\$35,366	\$49,900	202	\$38,480	\$57,720
ACCOUNTS RECEIVABLE SPECIALIST	200	\$35,366	\$49,900	202	\$38,480	\$57,720
EQUIPMENT SERVICE SPECIALIST	200	\$35,366	\$49,900	202	\$38,480	\$57,720
FACILITIES TECHNICIAN II	200	\$36,978	\$56,273	202	\$38,480	\$57,720
LEAD TECHNICIAN	201	\$36,978	\$56,273	202	\$38,480	\$57,720
MECHANIC II	201	\$36,978	\$56,273	202	\$38,480	\$57,720
203						
FACILITIES TECHNICIAN III	202	\$40,200	\$61,970	203	\$41,080	\$61,970
MECHANIC III	202	\$40,200	\$61,970	203	\$41,080	\$61,970
PHARMACY BENEFIT REP II	202	\$40,200	\$61,970	203	\$41,080	\$61,970
300						
CASE MANAGER	400	\$51,000	\$84,800	300	\$47,840	\$71,760
PAYROLL/BENEFITS COORDINATOR	201	\$36,978	\$56,273	300	\$47,840	\$71,760
ACCOUNTANT	202	\$40,200	\$61,970	300	\$47,840	\$71,760
EMS ADMINISTRATIVE COORDINATOR	300	\$45,570	\$76,767	300	\$47,840	\$71,760
FIRST RESP & OUTREACH COORD	300	\$45,570	\$76,767	300	\$47,840	\$71,760
HCAP COORDINATOR	300	\$45,570	\$76,767	300	\$47,840	\$71,760
HCAP ELIGIBILITY SUPERVISOR	301	\$48,285	\$80,784	300	\$47,840	\$71,760
RADIO FOREMAN	202	\$40,200	\$61,970	300	\$47,840	\$71,760
PUBLIC INFORMATION OFFICER	NO GRADE	\$0	\$0	300	\$47,840	\$71,760
301						
COMM PARAMED PROJECT COORD	300	\$45,570	\$76,767	301	\$50,960	\$76,440
COMMUNITY PARAMEDIC	300	\$45,570	\$76,767	301	\$50,960	\$76,440
CLINICAL DATA ANALYST (BAMA)	NO GRADE	\$0	\$0	301	\$50,960	\$76,440
HUMAN RESOURCES GENERALIST	300	\$45,570	\$76,767	301	\$50,960	\$76,440
PROFESSIONAL DEVELOPMENT COORD	300	\$45,570	\$76,767	301	\$50,960	\$76,440
QUALITY COORDINATOR	300	\$45,570	\$76,767	301	\$50,960	\$76,440
QA/QI COORDINATOR	300	\$48,285	\$80,784	301	\$50,960	\$76,440

NON-FIELD Payscale FY '18

JOB TITLE	CURRENT GRADE	CURRENT MIN ANNUAL	CURRENT MAX ANNUAL	PROPOSED GRADE	PROPOSED MIN ANNUAL	PROPOSED MAX ANNUAL
302						
BILLING SUPERVISOR	301	\$48,285	\$80,784	302	\$55,120	\$82,680
QUALITY SUPERVISOR	300	\$45,570	\$76,767	302	\$55,120	\$82,680
EDUCATION SUPERVISOR	301	\$48,285	\$80,784	302	\$55,120	\$82,680
EMER PREPAREDNESS & RISK MGR	301	\$0	\$0	302	\$55,120	\$82,680
PROGRAM ADMINISTRATOR TIER 1	300	\$45,570	\$76,767	302	\$55,120	\$82,680
400						
ASSISTANT ALARM MANAGER	NO GRADE	\$0	\$0	400	\$59,280	\$88,920
HCAP MANAGER	400	\$51,000	\$84,800	400	\$59,280	\$88,920
BILLING MANAGER	400	\$51,000	\$84,800	400	\$59,280	\$88,920
BUSINESS ANALYSIS UNIT MANAGER	NO GRADE	\$0	\$0	400	\$59,280	\$88,920
FACILITIES MANAGER	400	\$51,000	\$84,800	400	\$59,280	\$88,920
FLEET MANAGER	400	\$51,000	\$84,800	400	\$59,280	\$88,920
RECORDS MANAGER & COMPLIANCE OFI	400	\$51,000	\$84,800	400	\$59,280	\$88,920
SUPPLY CHAIN MANAGER	400	\$51,000	\$84,800	400	\$59,280	\$88,920
PROGRAM ADMINISTRATOR TIER 2	400	\$51,000	\$84,800	400	\$59,280	\$88,920
401						
HUMAN RESOURCES MANAGER	401	\$75,000	\$100,700	401	\$70,720	\$106,080
QUALITY IMPROVEMENT MANAGER	401	\$75,000	\$100,700	401	\$70,720	\$106,080
RADIO SYSTEMS MANAGER	300	\$48,285	\$80,784	401	\$70,720	\$106,080
402						
ASST EMS DIRECTOR OF OPERATIONS	402	\$90,000	\$116,600	402	\$76,960	\$115,440
CLINICAL SERVICES MANAGER	401	\$75,000	\$100,700	402	\$76,960	\$115,440
ALARM MANAGER	402	\$90,000	\$116,600	402	\$76,960	\$115,440
ACCOUNTING MANAGER	NO GRADE	\$75,000	\$100,700	402	\$76,960	\$115,440
IT MANAGER	401	\$75,000	\$100,700	402	\$76,960	\$115,440
500						
EMS DIRECTOR	500	\$95,000	\$160,000	500	\$106,080	\$175,000
CHIEF OPERATIONS OFFICER	500	\$95,000	\$160,000	500	\$106,080	\$175,000
CHIEF FINANCIAL OFFICER	500	\$95,000	\$160,000	500	\$106,080	\$175,000
502						
CHIEF EXECUTIVE OFFICER	501	PER BOARD		502	PER BOARD	

TOWER LICENSE AGREEMENT

This Tower License Agreement ("**Agreement**") is made by and between The Montgomery County Hospital District, a political subdivision of the State of Texas; The City of Conroe, Texas, a political subdivision of the State of Texas, both of which are jointly referred to as "**Licensor**," and H-GAC/Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD), a political subdivision of the State of Texas, referred to as ("**Licensee**").

I. **TOWER INFORMATION:**

Site Name: MCHD East County Tower, Splendora

Address and/or location of Tower Facility: 14809 First St., Splendora, Texas 77372

Tower Facility Coordinates: Lat. 30-13-40.9 N NAD83 Long. 95-09-46.8 W NAD83

II. **NOTICE & EMERGENCY CONTACTS:**

- Licensor's local emergency contact: Radio on-call, MCHD 936-441-6243
- Tammie Rushing, City of Conroe Facilities Manager, 936-520-8979
- Licensee's local emergency contact: GCRECD: Kim Ward; 713-993-2459
- Notices to Licensor shall be sent to the address below:

City of Conroe
Attn: Tammie Rushing, Facilities Manager
300 West Davis, Suite 230
Conroe, TX 77301

With a copy to:
Montgomery County Hospital District
Attention: Accounting
1400 S. Loop 336 West
Conroe, TX 77304

10/25/2017 still
waiting on
executed copy
from Justin Evans.

Payment remittance address:

City of Conroe
Attn: Tammie Rushing, Facilities Manager
300 West Davis, Suite 230
Conroe, TX 77301

- Notices to Licensee shall be sent to the address below to the attention of:
Kim Ward, 9-1-1 Program Manager
Gulf Coast Regional 9-1-1 Emergency Communications District
3555 Timmons Lane, Suite 120
Houston, TX 77027

III. **PERMITTED USE OF TOWER FACILITY BY LICENSEE:**

- Permitted Frequencies: the spectrum licensed to Licensee by the FCC:
- Antenna mount height on tower: See Exhibit A for specific location
- All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibit A and B attached hereto.

IV. FEES & TERM

Monthly License Fee: One Thousand One Hundred Fifty Nine Dollars and Twenty Seven Cents (\$1,159.27 per month), adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be three percent (3%) per year. Any monthly license fee not paid within fifteen (15) days of when due shall be subject to a five percent (5%) late fee. Total of all monthly license fees for term of twelve months (12) is an amount not to exceed \$13,911.24.

Site Inspection Fee : \$0 .

Electricity will be provided by _____ Licensor or X Licensee. If electricity for operation of Approved Equipment is to be provided by Licensor, with the cost of such electricity to be paid by Licensee at cost subject to adjustment pursuant to Section 5(b). If electricity for operation of Approved Equipment is to be provided by Licensee, all cost of such electricity and installation costs are the sole responsibility of Licensee.

Initial Term: A period of One (1) year beginning on October 1, 2017. The "**Commencement Date**" shall be based upon the date Licensee commences installation of the equipment on the Tower Facility. In the event the date Licensee commences installation of the equipment on the Tower Facility falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

Renewal Terms: N/A .

V. TERMS & CONDITIONS

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower on mutually agreeable terms. If a structural analysis of the Tower Facility is performed or obtained by Licensee then Licensee shall share such structural analysis with Licensor. All persons and/or entities performing any structural analysis services as contemplated herein shall be approved by Licensor.

- A) In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system existing as of the Effective Date of this Agreement located on any of the towers, building systems, or related facilities.

- B) In the event that such interference does occur, Licensee shall be solely responsible to resolve such interference (which may, in Licensee's discretion, involve the reimbursement to Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system) and to comply with all necessary FAA/FCC regulations as a result of said interference. In the event that Licensee's equipment causes interference as described in this paragraph, Licensee shall have the option of terminating this License Agreement immediately without penalty and shall not be required to pay any costs to modify or upgrade Licensor's lighting system(s).

Signatures appear on the next page.

LICENSOR:
Montgomery County Hospital District

By: _____
Print Name: _____
Title: _____
Date: _____

City of Conroe, Texas

By: _____
Print Name: _____
Title: _____
Date: _____

LICENSEE:
GCRECD

By: _____
Print Name: Jack Steele
Title: Executive Director
Date: _____

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.
2. **GRANT OF LICENSE.** Subject to the other terms of this Agreement, Licensors hereby grants Licensee a license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensors shall maintain the Tower and communication facility located on the Tower Facility in good order and repair, reasonable wear and tear excepted. Licensors grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term and a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensors shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensors has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Subject to Licensee's rights set forth in this Agreement, Licensors shall have the right to continue to occupy the Tower Facility and to grant rights to others for the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement.
3. **EXHIBITS.** In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern.
4. **USE.** Licensee shall be permitted the right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies and, if applicable within the spectrum licensed to Licensee by the FCC) and uses incidental thereto. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement with Licensors or as otherwise expressly specified in this Agreement, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space. Licensors and Licensee expressly agree that the primary use of the Tower Facility is for governmental purposes, including public safety communications. In the event, during the Lease Term it is necessary for Licensors to terminate this Agreement due to the necessity of Licensors or another governmental entity to use the Licensed Space for governmental functions, including public safety communications, then Licensors shall have the option to terminate this Agreement pursuant to paragraph 34 herein.

5. LICENSE FEES; TAXES; ASSESSMENTS.

- (a) **Monthly License Fee.** The Monthly License Fee, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. Licensors and Licensee agree that they shall acknowledge in writing the Commencement Date. Licensors and Licensee acknowledge and agree that initial rental payment(s) shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. As a condition precedent to payment, Licensors agree to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including, any change in Licensors' name or address.
- (b) **Utilities.** All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensors' utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein. Licensors shall, at all times during the Term, provide access to electrical service and telephone service (including fiber) within the Tower Facility.
- (c) **Taxes.** Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee. Except as provided immediately hereinafter, if applicable, Licensors shall pay all real property taxes Licensors are obligated to pay. Licensee shall reimburse Licensors for any increases in real property taxes which are assessed as a direct result of Licensee's improvements to or Approved Equipment located on the Tower Facility within 30 days of Licensors' request for such reimbursement. Such reimbursement request must include copies of the documentation from the taxing authority, reasonably acceptable to Licensee, indicating the increase is due to Licensee's improvements or Approved Equipment. Licensee shall ensure no lien is filed by taxing jurisdictions on the Tower Facility as a result of Licensee's failure to pay applicable taxes for Licensee's leasehold improvements. Nothing herein shall require Licensee to pay any franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, or profit tax, or any tax of similar nature, that is or may be imposed upon Licensors. In the event Licensors receive a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Licensed Space, Licensors shall provide Licensee with copies of each such notice immediately upon receipt. For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of

Licensee, with respect to the valuation of the Licensed Space. Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises the foregoing right due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee. Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the effective date of this Agreement, Licensor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee:

Kim Ward, 9-1-1 Program Manager
Gulf Coast Regional 9-1-1 Emergency Communications District
3555 Timmons Lane, Suite 120
Houston, TX 77027

- (d) **Payment Address.** All payments due under this Agreement shall be made to the City of Conroe, Texas at 300 W. Davis, Conroe, Texas 77301 or such other address as Licensor may notify Licensee of in writing at least 30 days prior to a payment date.
- (e) **Rental Documentation.** Licensor hereby agrees to provide to Licensee certain documentation (the "Rental Documentation") evidencing Licensor's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Licensee in Licensee's reasonable discretion, evidencing Licensor's good and sufficient title to and/or interest in the Tower Facility and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. The Rental Documentation shall be provided to Licensee in accordance with the provisions of and at the address given on Page 1 of this Agreement. Delivery of Rental Documentation to Licensee shall be a prerequisite for the payment of any rent by Licensee and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Licensee as provided herein.

Within fifteen (15) days of obtaining an interest in the Tower Facility or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall provide to Licensee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, any assignee(s) or transferee(s) of Licensor agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. Delivery of Rental Documentation to Licensee by any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall be a prerequisite for the payment of any rent by Licensee to such party and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments to any assignee(s), transferee(s)

or other successor(s) in interest of Licensor until Rental Documentation has been supplied to Licensee as provided herein.

6. TERM.

- (a) **Initial Term.** The Initial Term of this Agreement shall be as specified in section IV.
- (b) **Renewal Term.** N/A
- (c) **Holdover Term.** If Licensee fails to remove the Approved Equipment within 90 days following the expiration or earlier termination of the Agreement without a written agreement, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (1) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), and (2) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Party to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term.

7. Intentionally Deleted.

8. Intentionally Deleted.

- 9. LABELING.** Licensee shall identify the Approved Equipment (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto, indicating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the Tower.

10. IMPROVEMENTS BY LICENSEE.

- (a) **Installation and Modification.** Licensee's initial improvements are identified in Exhibits A and B attached hereto and incorporated herein, and the execution of this Agreement by Licensor serves as Licensor's approval of such improvements. Licensee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof upon written notice to Licensor, provided (i) Licensee does not install any equipment outside the boundaries of the Licensee's licensed ground or tower space and (ii) such replacement, repair, addition or modification does not increase Licensee's total equipment loading on the Tower. In the event such a replacement, addition or modification would exceed Licensee's licensed space or increase Licensee's total equipment loading on the Tower, Licensee shall obtain the approval of Licensor prior to proceeding with such equipment modifications, such approval not to be unreasonably withheld, conditioned or delayed.
- (b) **Intentionally Deleted.**
- (c) **Equipment; Modification, Removal.** Licensor hereby grants Licensee 24 hour per day, 7 day per week access to the Tower Facility and the Licensed Space for the purpose of installing and maintaining the Licensee's Approved Equipment and its

appurtenances. Except as otherwise provided, Licensee shall be responsible for all work related to the installation, operation and removal of Licensee's equipment in the Licensed Space pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A or as permitted by Paragraph 10(a) of this Agreement. In the event Licensee's modification of equipment would exceed the boundaries of the Licensee's licensed ground or tower space or increase Licensee's total equipment loading on the Tower, the Parties agree that an amendment to this Agreement shall be prepared to reflect such addition or modification to Licensee's equipment. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License (as well as within the removal period identified in this Agreement) provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal, reasonable wear and tear excepted. Within 90 days of the expiration or termination of this Agreement for any reason, Licensee shall, acting with reasonable expeditiousness: (1) remove the Approved Equipment and any other property at the Tower Facility of Licensee from the Licensed Space without undue delay at Licensee's sole risk, cost, and expense; (2) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (3) repair any damage caused by the removal of the Approved Equipment within 30 days of the occurrence of such damage. If Licensee fails to remove its Approved Equipment within 90 days after the expiration or termination of this Agreement, Licenser shall notify Licensee that the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee if such equipment is not removed within 30 days of such notice. If not removed by Licensee within 30 days of receipt of such notice, Licenser shall have the right to remove the Approved Equipment at Licensee's expense and dispose of such Approved Equipment in any manner Licenser so elects, and Licensee shall reimburse Licenser for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:

- (i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.
- (ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.
- (iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

- (iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.
 - (vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.
- (b) **Information.** Licensee shall cooperate with Licensors and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensors request, shall provide Licensors with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.
- (c) **Priority.** Licensee agrees to install equipment of the type and frequency which will not cause harmful Interference which is measurable in accordance with then existing industry standards to any equipment of Licensors or other wireless communications licensees of the Tower Facility which existed on the Tower Facility prior to the date this Agreement is executed by the Parties. In the event any after-installed Licensee's equipment causes such Interference, and after Licensors has notified Licensee in writing of such interference, Licensee will address such Interference pursuant to Paragraph 11(d) below. Licensors agrees that Licensors and/or any other licensees of the Tower Facility who currently have or in the future take possession of the Tower Facility will be permitted to install only such equipment that is of the type and frequency which will not cause harmful Interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Licensors and Licensee acknowledge the priority of other governmental users of the Tower Facility as described in paragraph 4 above.
- (d) **Correction.**
- (i) Licensee. In the event Licensee commits prohibited Interference in violation of subparagraph 11(c) above, Licensee shall, within 24 hours of notification from Licensors, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 24 hour period, Licensee shall voluntarily power down the equipment causing the prohibited Interference except for intermittent testing until such time as such Interference is remedied. If Licensee is unable to resolve or eliminate, to

the reasonable satisfaction of Licensors, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering equipment, or, at Licensee's option, Licensee shall have the right terminate this Agreement immediately without penalty or damages. In no event will Licensors be entitled to terminate this Agreement or relocate the equipment as long as Licensee is making a good faith effort to remedy the Interference issue.

(ii) Licensors. In the event Licensors or another licensee of the Tower Facility commits prohibited Interference in violation of subparagraph 11(c) above, upon Licensee's request, Licensors shall, within 24 hours of request, commence such actions as are necessary to eliminate the Interference, with the exception of ceasing Licensee's or such other licensee's operations. In the event that such interference as described in this paragraph cannot be corrected to the satisfaction of Licensee, Licensee shall have the right terminate this License Agreement immediately without penalty or damages and/or seek injunctive relief and other remedies available at law or in equity.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensors shall give such governmental entity written notice of the Interference within 5 Business Days of Licensors's determination that such action is reasonably necessary. Licensors shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensors being required to take any actions required by this subsection 11 (d) to cure such Interference.

(e) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves the Parties from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as

constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that the Licensee is the cause of the Interference in violation of Applicable Laws and this Agreement and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be in default of this Agreement and the remedies set forth in section 22 shall apply.

- (f) **Public Safety Interference.** As of the Commencement Date, Licensors and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, FC 04-168, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.
- (h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC rules, regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified, to the extent such rules and regulations are applicable to Licensee's equipment.
- (i) Licensors agree not to sell, lease or use any areas of the Tower Facility for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Licensee's permitted use or communications. If radio frequency propagation tests demonstrate unacceptable levels of interference unacceptable to Licensee and such interference has not been corrected to the satisfaction of Licensee within seventy-two hours of such testing, Licensee shall be entitled to terminate this Agreement.

12. SITE RULES AND REGULATIONS. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensors, which may be modified by Licensors (subject to the terms of this paragraph) from time to time upon receipt by Licensee of such revised rules and regulations. The currently existing site rules and regulations are attached hereto as Exhibit C. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement. Licensors shall enforce such rules and regulations in a non-discriminatory manner among all the licensees of the Tower Facility. Any modification of such rules and regulations by Licensors will not (i) adversely affect Licensee's permitted use under this Agreement; (ii) interfere with Licensee's continuous operations within the Licensee's licensed space; (iii) interfere with Licensee's 24 hours a day, 7 days a week access to the licensed space and Tower Facility; (iv) conflict with any terms of this Agreement; or (v) increase Licensee's financial obligations under this Agreement.

13. CASUALTY; CONDEMNATION.

- (a) **Casualty.** In the event the Tower or other portions of the Tower Facility are destroyed or so damaged so as to substantially interfere with Licensee's use and occupancy thereof, Licensee shall be entitled to elect to cancel and terminate this Agreement as of the date of destruction of that portion of the Tower Facility and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licenser to Licensee within thirty (30) days of the termination date of this Agreement. If Licenser determines not to rebuild or restore the Tower Facility, Licenser will notify Licensee of such determination within thirty (30) days after the casualty or other harm. Licenser agrees to permit Licensee to place temporary transmission and reception facilities on the real estate on which the Tower is located, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Monthly License Fee. Notwithstanding the foregoing, Licenser may elect to restore the Tower Facility, in which case Licensee and Licenser shall remain bound hereby but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use, unless Licensee installs a temporary facility as provided below. The restoration of the Tower Facility must be sufficiently completed to allow Licensee to utilize the Tower Facility for its designated purposes within 90 days. If the Tower Facility is not so restored within such 90 day time period, then Licensee shall have the right to terminate this Agreement upon written notice to Licenser. If Licenser or Licensee undertakes to rebuild or restore the Licensed Space and/or the Approved Equipment, as applicable, Licenser agrees to permit Licensee to place temporary transmission and reception facilities on the real estate on which the Tower is located at a mutually acceptable location so as not to interfere with any rebuild or restoration efforts of Licenser at no additional Monthly License Fee until the reconstruction of the Licensed Space and/or the Approved Equipment is completed.
- (b) **Condemnation.** If the whole or a substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits therefrom, then Licensee shall have the right to terminate this Agreement. Any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licenser to Licensee within 30 days following the termination of this Agreement. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Approved Equipment, moving expenses, and business dislocation expenses from the condemning authority, provided however that Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licenser with regard to such condemnation. To the extent the Agreement is not terminated following a condemnation, the monthly Rent payable by Licensee hereunder will be reduced in proportion to the reduction in size of Licensee's licensed space.

- 14. COMPLIANCE WITH LAWS.** Licenser shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to Licenser's ownership and use of the Tower Facility and any improvements on the Tower Facility, including, without limitation, any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility. Notwithstanding

anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all applicable rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement Licensee agrees that nothing herein shall preclude or be interpreted to preclude Licensor from carrying out its governmental functions, including those functions related to public safety, and any rights conveyed hereunder to Licensee are expressly made subordinate to such governmental rights and obligations of Licensor and other governmental entities using the Tower Facility for governmental functions, including public safety communications.

15. INDEMNIFICATION; INSURANCE.

- (a) **Mutual Indemnity.** To the extent permitted by law and subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Tower Facility by the indemnifying party. Notwithstanding the foregoing, this indemnity does not apply to the extent any Claims, costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arise from the negligence, gross negligence, or intentional misconduct of the Indemnified Party. The indemnities contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date may precede the Effective Date hereof.
- (b) **Limits on Indemnification.** Neither party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent negligence, gross negligence, or willful misconduct of such party. The limitations on indemnification contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date may precede the Effective Date hereof.
- (c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
- (d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY. NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (1) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (2) DAMAGE TO THE OTHER'S EQUIPMENT.

- 17. MAINTENANCE.** Licensor will maintain and repair the Tower Facility and access thereto, the Tower, and all areas of the Licensed Space where Licensee does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Licensor will not be responsible for maintenance of landscaping on the Tower Facility.
- 18. NOTICES.** All notices, demands, approvals, requests and other communications shall be in writing to such party at the address listed on the first page of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to City of Conroe, attention: Finance and Administration, 300 W. Davis, Conroe, Texas 77301, or at such other address as such party shall designate by notice to the other party hereto in accordance with this section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made upon either receipt or rejection as shown on the receipt obtained pursuant to the foregoing.
- 19. ASSIGNMENT; SUBLEASING.** Licensee may not assign this Agreement to unaffiliated third parties; however, Licensee may assign this Agreement to (1) Licensee's principal, affiliates, or subsidiaries of its principal, (2) any person or entity which is directly or indirectly (through one or more subsidiaries) controlled by, controlling or under common control with Licensee, (3) any person or entity which is the successor or surviving entity by a merger or consolidation of such entity, or (4) any person or entity which purchases substantially all the assets of Licensee in the market defined by the Federal Communications Commission in which the Tower Facility is located by reason of a merger, acquisition or other business reorganization, or 5) to those entities prescribed by federal agencies as a result of Licensee's acquisition or disposition of assets or other companies (collectively, "**Permitted Assignee**"). Licensor may not unreasonably withhold, condition or delay its consent to a proposed assignment. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Facility or Licensed Space by any other party. Any Permitted Assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. . Licensee shall pay Licensor a reasonable hourly fee, which may include attorney time if necessary, in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or any other similar agreements incident to an assignment of the Agreement by Licensee, to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon receiving such bill by licensee and failure to pay such fee is considered a default of this Agreement (subject to Licensee's right to cure under this Agreement). Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.
- 20. LIENS.** Licensee shall not permit any mechanic or materialmen's lien to attach to the Tower Facility or any of Licensee's property thereon. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of Licensee in connection with this Agreement, Licensee will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within

sixty (60) days after notice from Licensors thereof. If Licensee fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Licensors will be entitled to do so at Licensee's expense.

21. DEFAULT.

(a) The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement: (1) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 20 days of the date following written notice to Licensee from Licensors, or its designee, of such delinquency; (2) any failure of either Party to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by the defaulting Party within 30 days of receipt by the defaulting Party of written notice from non-defaulting Party, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit the non-defaulting Party to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (3) failure of a Party to abide by the interference provisions as set forth in section 11; or (4) Licensors's failure to provide access to the Licensed Space as required by Section 2 of this Agreement within twenty-four (24) hours after written notice of such failure is received by Licensors.

22. REMEDIES. In the event of a default or a breach of this Agreement by Licensee and after the Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensors may, in addition to all other rights or remedies Licensors may have hereunder at law or in equity, terminate this Agreement by giving written notice to the Licensee, stating the date upon which such termination shall be effective, provided Licensee shall remain liable for all damages due to such default including without limitation the continuing obligation to pay Monthly License Fees as when they come due, subject to an obligation of Licensors to mitigate damages. In the event of a default or a breach of this Agreement by the Licensors and after the Licensors's failure to cure the same within the time allowed to cure such default, if applicable, then Licensee may, in addition to all other rights or remedies the non-defaulting Party may have hereunder at law or in equity, terminate this Agreement by giving written notice to the Licensors. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensors may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensors shall accept any such partial payment for the account of Licensee.

23. GOVERNMENTAL APPROVALS; PERMITS. Licensors shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensors shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensors may, upon approval of Licensee, elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensors's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter

or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility. It is understood and agreed that Licensee's ability to use the Tower Facility is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit Licensee use of the Tower Facility as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that any soil boring tests or structural analysis is unsatisfactory; or (v) Licensee determines that the Tower Facility is no longer technically or structurally compatible for its use, Licensee shall have the right to terminate this Agreement upon notice to Licensor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Licensee shall have no further obligations for the payment of rent to Licensor.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

- (a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (1) be at Licensor's sole cost and (2) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. Licensee may establish a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval, which shall not be unreasonably withheld, conditioned or delayed. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to memorialize the location of Licensee's licensed space within the new Tower Facility, provided, however, that no rent increase or other fee shall be charged to Licensee for such an amendment.

25. Intentionally Deleted.

26. ENVIRONMENTAL. Licensor represents and warrants that, (i) the Tower Facility, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Tower Facility has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Each Party covenants to the other Party that it will not use, store, dispose, or release any Hazardous Substances on the Property in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor, to the extent permitted by law, against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. Licensor agrees to indemnify and save harmless Licensee to the extent permitted by law, against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensor's breach of any the covenants contained in this section 26. The obligations of

each Party to indemnify the other Party pursuant to this section 26 shall survive the termination or expiration of this Agreement. The indemnities contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date may precede the Effective Date hereof. In the event Licensee becomes aware of any Hazardous Substances on the Tower Facility, or any environmental, health or safety condition or matter relating to the Tower Facility, that, in Licensee's sole determination, renders the condition of the Licensed Space or Tower Facility unsuitable for Licensee's use, or if Licensee shows reasonable proof that the leasing or continued leasing of the Licensed Space would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

27. SUBROGATION.

- (a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. The Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW, VENUE, SEVERABILITY. This Agreement shall be governed by the laws of the State of Texas. Any litigation in any way relating to this Agreement shall be brought in State Court or in a Federal District Court for Montgomery County, Texas. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

29. FINANCING AGREEMENT. Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.

30. **MISCELLANEOUS.** Upon Licensor's reasonable written request, Licensee shall furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. Either Licensor or Licensee may be referred to herein as a "**Party**" and both Licensor and Licensee together may be referred to herein as the "**Parties**". Licensor agrees to execute a memorandum of this Agreement, which Licensee may record with the appropriate recording officer. Upon the termination or expiration of this Agreement, Licensee shall, within 45 days of the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of the Agreement, sections 15(a), 15(b), 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of originals, each of which shall be an original, but all of which together shall constitute but one instrument. Licensor hereby certifies that Licensor is not in default or breach of any of its obligations under any existing license, lease or other written or oral agreements entered into for this Tower Facility. Notwithstanding that this Agreement is identified herein as a license, the Agreement can only be terminated in accordance with the express terms of this Agreement, and Licensee shall have the exclusive use of all licensed space identified in this Agreement for the installation of Licensee equipment. Licensor covenants that Licensee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the licensed space. Licensor represents and warrants to Licensee as of the execution date of this Agreement, and covenants during the Term that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. All obligations of the Licensor are joint and several. If the Tower Facility is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest. Any time Licensor consent may be required by this Agreement, the consent of one of such Licensor entities shall satisfy such requirement and be sufficient as Licensor consent.
31. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.
32. **WAIVER OF LANDLORD'S LIENS.** Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Approved Equipment or any portion thereof. The Approved Equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Approved Equipment from time to time in Licensee's sole discretion and without Licensor's consent.

34. **TERMINATION.** This Agreement may be terminated, without penalty or further liability by Licensee upon written notice to Licensor along with proof of prohibited interference of Licensor's frequencies by Licensor or another licensee of the Tower Facility, which has not been cured or remedied within seventy-two hours of the testing results evidencing such interference. In such event, Licensee shall have forty-five (45) days to remove its equipment following termination from the Tower Facility.

In addition, Licensor retains the right to terminate this Agreement upon nine (9) months written notice to Licensee in the event Licensor or another governmental entity needs to occupy the Tower Space for purposes of carrying out its governmental functions, including public safety communications.

In the event of termination pursuant to this paragraph 34, neither party shall have further recourse against the other party.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawing indicating the location of Ground Space for Licensee's equipment shelter/skid/pad or space in Licensor's building (as applicable)

Appendix I: Definitions

Appendix II: Insurance

Exhibit A
List of Approved Equipment and location of Licensed Space

QTY	DISH SIZE	MOUNT HEIGHT	PRODUCT	FREQ	BANDWIDTH
1	6 FT PARABOLIC	330	PTP 600	4.9 GHz	5 MHz
1	6 FT PARABOLIC	293.4	PTP 600	4.9 GHz	5 MHz
1	2 FT PARABOLIC	140	PTP 600	4.9 GHz	5 MHz

Feet	Cable Type
140	Cat5e
330	Cat5e
330	1000BaseSX Fiber

Initials: ____/____

EXHIBIT B
**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or
space in Licensor's building (as applicable)**

The following Equipment, belonging to the Licensee, is located (and wall mounted) in the Licensor's building.

- Qty (1) 8-Port Switch Wall Mounted
- Qty (2) PIDU (Power Indoor Unit) Wall Mounted
- Qty (1) Black Box Fiber Converter Wall Mounted

Appendix I Defined Terms

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in section IV on page 1.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in the Exhibit A or B to this Agreement.

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the State of Texas.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Person by an unrelated or unaffiliated Person.

Commencement Date: defined in section IV on page 1.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential, incidental, special or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in section 2.

Effective Date: Date of last signature to this Agreement by the Parties

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in subsection 11(g).

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of the Agreement.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in subsection 6(c).

Indemnified Party: any Person entitled to Indemnification under section 15 hereof.

Initial Term: defined in subsection 6(a).

Interference: defined in subsection 11(a)(i).

Licensed Frequencies: defined in subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in subsection 5(a).

Notice Address: defined in section 18.

Party(ies): defined in section 30.

Permitted Assignee: defined in section 19.

Permitted Frequencies: defined in section III on page 1.

Priority User: defined in subsection 11(a)(iv).

Remittance Address: defined in section II of page 1.

Renewal Term(s): defined in subsection 6(b).

Subsequent User: defined in subsection 11 (a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

Tower: The communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which the Tower owned, leased, licensed or managed by Licensor is located, which is reflected in Exhibit A. .

Unlicensed Frequencies: defined in subsection 11(a)(vi).

Unlicensed User: defined in subsection 11(a)(vii).

Appendix II Insurance

- A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:
1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state and federal laws, and Employers' Liability Insurance with limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state and federal.
 2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall be \$1,000,000.00 per occurrence and in the aggregate.
- B. LICENSEE shall maintain in full force during the term of this Agreement and shall endeavor to cause all contractors or subcontractors performing work on any Licensed Site prior to the commencement of any such work on behalf of Licensee to maintain the following insurance:
1. Worker's Compensation Insurance with statutory limits in compliance with the statutory requirements of the state of operation, and Employers' Liability Insurance with limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state and federal laws.
 2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall be \$1,000,000.00 per occurrence and in the aggregate.

The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall include LICENSOR as additional insured as their interest may appear under this Agreement excluding for workers compensation and employer's liability. The insurance required under this Agreement shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement. Licensor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

- C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) the Licensor reserves the right, once per Term, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

- D. Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licenser as an additional insured, the following conditions apply: (i) Licenser shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licenser shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licenser shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

Daniel, Donna

From: Ward, Kimberly <Kim.Ward@gulfcoast911.org>
Sent: Wednesday, October 25, 2017 8:30 AM
To: Evans, Justin; Rushing, Tammie
Cc: Allen, Brett; Miller, Melissa; Moote, Katelyn; Daniel, Donna
Subject: RE: Lease Approved by Council
Attachments: Splendora Tower Lease 2017.pdf

Good morning everyone,

Our executive director signed page 7 prior to receiving the originals in the mail. Our executive director is out of the office but we expect his return on Monday and we will get him to sign the originals and mail them back to you.

Kim Ward, MPA

9-1-1 Program Manager

Direct: (713) 993-2459

Email: Kim.Ward@gulfcoast911.org

Gulf Coast Regional 9-1-1 Emergency Communications District
3555 Timmons Lane, Suite 120
Houston, Texas 77027



From: Evans, Justin [mailto:jevans@mchd-tx.org]
Sent: Wednesday, October 25, 2017 7:58 AM
To: Rushing, Tammie <trushing@cityofconroe.org>
Cc: Allen, Brett <ballen@mchd-tx.org>; Miller, Melissa <mmiller@mchd-tx.org>; Ward, Kimberly <Kim.Ward@gulfcoast911.org>; Moote, Katelyn <kmoote@mchd-tx.org>; Daniel, Donna <ddaniel@mchd-tx.org>
Subject: Re: Lease Approved by Council

Did this get fully executed?

Thanks,
Justin

Justin Evans

Radio Systems Manager

D: 936.521.5604

Montgomery County Hospital District



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On Sep 29, 2017, at 13:56, Rushing, Tammie <trushing@cityofconroe.org> wrote:

I have 3 originals waiting on the Mayor's signature. I will deliver to the MCHD as soon as I can.

THANKS SO MUCH,

Tammie Rushing

City of Conroe

Facilities Manager

936-522-3033

Sometimes when things are falling apart, they may be actually falling into place..

MCHD Surplus/Salvage
September 2017 - Agenda item 23

[illegible]

AGENDA ITEM # 23

Board Mtg.: 09/26/17

Montgomery County Hospital District

Proceeds from Sale of Assets

10/01/2016 - 08/31/2017

Account Name	Description	Sale Date	Sale of Surplus
Vehicles	2010 Dodge Ram 3500 - 237,850 miles	2/7/2017	6,170.00
Vehicles	2014 Chevy Tahoe - 29,839 miles	3/28/2017	3,460.00
Vehicles	2010 Dodge Ram 3500 - 223,323 miles	4/4/2017	7,600.00
Vehicles	2010 Dodge Ram 3500 - 222,539 miles	5/16/2017	6,165.00
Vehicles	2010 Dodge Ram 3500 - 195,972 miles	7/18/2017	8,210.00
	Vehicles Total		31,605.00
	Total Proceeds		<u>31,605.00</u>



Proposal Overview

- Contract pricing for Disposable Medical Supplies, Drug Supplies, and Disposable Linen
 - 251 items total
 - 209 "Disposable Medical" items
 - 37 "Medication" items
 - 5 "Linen" items
- Prices valid October 1, 2017 through September 30, 2018



Proposals Received from eight Vendors

- Bound Tree: 103 items
- Henry Schein: 45 items
- Life Assist: 35 items
- Moore Medical: 17 items
- McKesson: 13 items
- Owens & Minor: 16 items
- Taylor Healthcare: 5 items
- Medline: 4 items
- 13 items remaining with current vendor (best price)



Summary

- FY2018 Assumptions:
 - 7% growth in EMS volume = 7% increase in consumption
 - 12% cost increase in medical supplies
 - 8% cost increase in medications
- Based on these assumptions we project a \$127,661.26 increase over FY2017 spend.
- This number also does not reflect any off-contract purchases.



Recommendation

- We recommend the following 8 companies be awarded the FY 2018 Medical Supply Bid based on:
 - Low cost bidder
 - Product specifications
- Bound Tree: 103 items
- Henry Schein: 45 items
- Life Assist: 35 items
- Moore Medical: 17 items
- McKesson: 13 items
- Owens & Minor: 16 items
- Taylor Healthcare: 5 items
- Medline: 4 items