

**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., December 11, 2018 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. Cole

3. Pledge of Allegiance

Led by Mr. Bagley

4. Roll Call

Present:

Bob Bagley
Mark Cole
Kenn Fawn
Sandy Wagner
Georgette Whatley

Not Present:

Chris Grice
Brad Spratt

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Outgoing Board Member and Chairman Kenn Fawn –

Mr. Cole thanked Mr. Fawn for his dedication, service and impact on MCHD and the community.

Mr. Randy Johnson presented the outgoing board member and Chairman, Mr. Kenn Fawn with a plaque for his outstanding service and contributions while serving on the Montgomery County Hospital District board.

Medical Director Award – Kevin Mifflin, Donald Smith and Jacquelynn Howell.

Non Field Employee of the Month – Shelly Welch

Field Employee – Scott McCully

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

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

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

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

9. **Consider and act on pay grade changes to the non-field pay scale. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to consider and act on pay grade changes to the non-field pay scale. Mrs. Wagner offered a second and motion passed unanimously.

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

Mr. Jared Cospier, Chief of EMS presented a report to the board.

11. **COO Report to include updates on facilities, radio system, supply chain, staff activities, community paramedicine, emergency preparedness and IT.**

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

Mr. David Lucas with Black & Veatch presented the Public Safety Answering Point (PSAP) Evaluation to the board. Mr. Johnson assured the Board the results of evaluation will be presented to other county organizations to improve response throughout the county.

12. **Consider and act on purchase of replacement budgeted VMware servers. (Mr. Cole, Chair – PADCOM)**

Mr. Cole made a motion to consider and act on purchase of replacement budgeted VMware servers. Mrs. Wagner offered a second and motion passed unanimously.

13. **Consider and act on tower lease renewal HGAC/Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD) (Mr. Cole, Chair – PADCOM)**

Mr. Cole made a motion to consider and act on tower lease renewal HGAC/Gulf Coast Regional 9-1-1 Emergency Communications District. Ms. Whatley offered a second and motion passed unanimously.

14. **Consider and act on tower amendment AT&T mobility. (Mr. Cole, Chair – PADCOM)**

Mr. Cole made a motion to consider and act on tower amendment AT&T mobility. Ms. Whatley offered a second and motion passed unanimously.

15. **Consider and act on City of Conroe ILA Emergency Preemption. (Mr. Cole, Chair – PADCOM)**

Mr. Cole made a motion to consider and act on City of Conroe ILA Emergency Preemption. Mr. Bagley offered a second and motion passed unanimously.

- 16. 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.

- 17. 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.

- 18. 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.

- 19. Presentation of preliminary Financial Report for one month ended October 31, 2018 – 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.

- 20. Presentation of Budget Report FYE 2018.**

Mr. Brett Allen, CFO presented budget report FYE 2018 to the board.

- 21. Consider and act on RFP for Investment Advisory Services. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Fawn requested agenda item 21 to be tabled until the January, 2019 board meeting.

- 22. Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. (Mr. Grice, Treasurer - MCHD Board) (attached)**

Mr. Fawn made a motion to consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. Mr. Bagley offered a second and motion passed unanimously.

- 23. Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2019. (Mr. Grice, Treasurer - MCHD Board) (attached)**

Mr. Fawn made a motion to consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2019. Ms. Whatley offered a second. After board discussion motion passed unanimously.

Mr. Cole advised he would like staff to request a heads up or courtesy from the county when going out for RFP on items that impact the district and our budgeting process since we did not budget for this cost.

Mr. Fawn requested staff bring back next month information on who is providing the service and documentation of RFP back to the board.

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

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

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

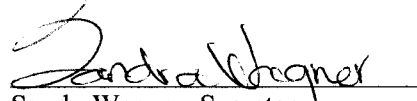
Mr. Fawn made a motion to consider and act on salvage and surplus. Ms. Whatley offered a second and motion passed unanimously.

26. Secretary's Report - Consider and act on minutes for the October 23, 2018 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

Mrs. Wagner made a motion to consider and act on the minutes for the October 23, 2018 Regular BOD Meeting. Mr. Cole offered a second and motion passed.

27. Adjourn

Meeting adjourned at 5:27 p.m.


Sandy Wagner, Secretary

MCHD				
NON-FIELD Payscale 2018				
Pay Grade	Minimum	Midpoint	Maximum	Position
502				CHIEF EXECUTIVE OFFICER * Salary is at the discretion of the Board of Directors
500	\$106,080	\$140,540	\$175,000	CHIEF FINANCIAL OFFICER CHIEF OPERATIONS OFFICER CHIEF OF EMS
402	\$76,960	\$96,200	\$115,440	ASST CHIEF OF OPERATIONS ASST CHIEF OF CLINICAL ALARM MANAGER ACCOUNTING MANAGER IT MANAGER
401	\$70,720	\$88,400	\$106,080	HUMAN RESOURCES MANAGER QUALITY IMPROVEMENT MANAGER RADIO SYSTEMS MANAGER
400	\$59,280	\$74,100	\$88,920	ASSISTANT ALARM MANAGER HCAP MANAGER BILLING MANAGER BUSINESS ANALYSIS UNIT MANAGER COMMUNITY PARAMEDICINE MANAGER EDUCATION SUPERVISOR FACILITIES MANAGER FLEET MANAGER QUALITY SUPERVISOR RECORDS MANAGER & COMPLIANCE OFFICER MATERIALS MANAGEMENT MANAGER PROGRAM ADMINISTRATOR TIER 2
302	\$55,120	\$68,900	\$82,680	BILLING SUPERVISOR COMMUNITY PARAMEDIC EMERGENCY PREPAREDNESS & RISK MANAGER EMS IT SPECIALIST FIRST RESPONDER & OUTREACH COORDINATOR PROGRAM ADMINISTRATOR TIER 1 QUALITY COORDINATOR QA/QI COORDINATOR
301	\$50,960	\$63,700	\$76,440	CLINICAL DATA ANALYST HUMAN RESOURCES GENERALIST PROFESSIONAL DEVELOPMENT COORDINATOR
300	\$47,840	\$59,800	\$71,760	CASE MANAGER PAYROLL/BENEFITS COORDINATOR ACCOUNTANT EMS ADMINISTRATIVE COORDINATOR HCAP COORDINATOR HCAP ELIGIBILITY SUPERVISOR LEAD TECHNICIAN RADIO FOREMAN PUBLIC INFORMATION OFFICER
203	\$41,080	\$51,525	\$61,970	FACILITIES TECHNICIAN III MECHANIC III PHARMACY BENEFITS REPRESENTATIVE II SUPPORT SERVICES ADMINISTRATIVE ASSISTANT
202	\$38,480	\$48,100	\$57,720	ACCOUNTS PAYABLE SPECIALIST ACCOUNTS RECEIVABLE SPECIALIST EQUIPMENT SERVICE SPECIALIST FACILITIES TECHNICIAN II MECHANIC II
201	\$36,400	\$45,500	\$54,600	MECHANIC I RECORDS ADMINISTRATOR
200	\$34,320	\$42,900	\$51,480	FACILITIES TECHNICIAN I RADIO TECHNICIAN BILLING REPRESENTATIVE III IT WEB ADMINISTRATOR PHARMACY BENEFITS REPRESENTATIVE I SUPPLY CHAIN SPECIALIST
102	\$29,640	\$37,050	\$44,460	BILLING REPRESENTATIVE II CLAIMS REPRESENTATIVE ELIGIBILITY SPECIALIST II SCHEDULER
101	\$27,768	\$34,710	\$41,652	COMMUNITY HEALTH WORKER DOCUMENT IMAGING SPECIALIST HR ASSISTANT/RECEPTIONIST INTAKE SPECIALIST
100	\$25,376	\$31,720	\$38,064	BILLING REPRESENTATIVE MATERIALS MANAGEMENT TECH DISTRIBUTION TECHNICIAN MAKE READY TECHNICIAN MECHANIC HELPER

Effective December 11, 2018

QUOTE CONFIRMATION



DEAR CALVIN HON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KGKB053	11/20/2018	DL380 G10	6410532	\$30,764.43

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen10 - rack-mountable - Xeon Gold 5115 2.4 GHz - 16 GB Mfg. Part#: 875761-S01 UNSPSC: 43211501 Texas DIR DIR-TSO-3359 Contract: MARKET	2	4708401	\$3,057.11	\$6,114.22
Intel Xeon Gold 5115 / 2.4 GHz processor Mfg. Part#: 876562-B21 UNSPSC: 43201503 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	2	4761585	\$1,406.91	\$2,813.82
HPE SmartMemory - DDR4 - 16 GB - DIMM 288-pin Mfg. Part#: 835955-B21 UNSPSC: 32101602 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	30	4708375	\$395.00	\$11,850.00
HPE - storage drive cage - SATA 6Gb/s / SAS 12Gb/s / PCIe Mfg. Part#: 826708-B21 UNSPSC: 43201609 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	2	4753244	\$89.01	\$178.02
HPE Enterprise - hard drive - 300 GB - SAS 12Gb/s Mfg. Part#: 870753-B21 UNSPSC: 43201803 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	6	4503467	\$399.51	\$2,397.06
HPE StoreFabric SN1100Q 16Gb Dual Port - host bus adapter Mfg. Part#: P9D94A UNSPSC: 43201404 Texas DIR DIR-TSO-3359 Contract: MARKET	2	4082527	\$1,467.17	\$2,934.34
HPE - power supply - hot-plug / redundant - 500 Watt - 563 VA Mfg. Part#: 865408-B21 UNSPSC: 39121004 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	1	4708383	\$213.21	\$213.21
HPE High Performance Fan Kit - system fan kit Mfg. Part#: 867810-B21 UNSPSC: 40101604 Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)	2	4739618	\$164.91	\$329.82

QUOTE DETAILS (CONT.)

HPE Integrated Lights-Out Advanced Premium Security - flexible license + 3	2	4751129	\$350.45	\$700.90
Mfg. Part#: Q7E34AAE UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)				
HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o	2	4748270	\$1,616.52	\$3,233.04
Mfg. Part#: H8QP7E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: Texas HP DIR TSO 4160 (DIR-TSO-4160)				

PURCHASER BILLING INFO	SUBTOTAL	\$30,764.43
Billing Address: MONTGOMERY COUNTY HOSPITAL DIST ACCOUNTS PAYABL PO BOX 478 CONROE, TX 77305-0478 Phone: (936) 523-1114 Payment Terms: Net 30 Days-Healthcare	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$30,764.43
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: MONTGOMERY COUNTY HOSPITAL DISTRICT RECEIVING 1300 S LOOP 336 W CONROE, TX 77304-3316 Phone: (936) 523-1120 Shipping Method: UPS Ground		

Need Assistance? CDW•G SALES CONTACT INFORMATION


Kevin Nissen

(877) 325-2419

kevinis@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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TOWER LICENSE RENEWAL AGREEMENT

This renewal agreement is made by and between **THE MONTGOMERY COUNTY HOSPITAL DISTRICT, THE CITY OF CONROE, TEXAS**, both of which are jointly referred to as ("**Licensor**"), and H-GAC/Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD) referred to as ("**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee entered into an agreement dated October 17, 2017 (the agreement) and

WHEREAS, Licensor and Licensee desire to renew and extend such agreement upon the terms and conditions hereinafter provided:

1. Renewal Term. The Lease Term (as renewed and extended by this Tower License Renewal Agreement shall commence on October 25, 2018 (the Term Commencement Date) and shall continue for a period of (6) six months expiring on April 24, 2019.

Fees. Monthly license fee will be (\$1,194.04) per month. Total of all monthly license fees for term of six months (6) is an amount not to exceed \$7,164.24.

LICENSOR:
Montgomery County Hospital District

LICENSEE:
GCRECD

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

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

City of Conroe, Texas

By: Toby Powell
Print Name: Toby Powell
Title: Mayor
Date: 10.17.2018

Market: South Texas
Cell Site Number: HX0929
Cell Site Name: W FM 1488 Magnolia
Fixed Asset Number: 13877530

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between The Montgomery County Hospital District (MCHD), 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 New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a Tower License Agreement dated May 1, 2017, whereby Licensor leased to Licensee certain Licensed Space, therein described, that are a portion of the Property located at 14583 FM1488, Magnolia, TX 77354 ("**Agreement**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow Licensee to add additional Approved Equipment to the Tower; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Section III – PERMITTED USE OF TOWER FACILITY BY LICENSEE** is hereby amended to include the following additional equipment:
 - a. Add one additional HPD3-011 HP Dish and 3' antenna
 - b. Add 2 UKL40194 Radios
 - c. Add 2 CNT-400 Lines at 190' RAD(collectively, the "Microwave Equipment"). The Microwave Equipment is part of Licensee's Approved Equipment.
2. **Section IV – FEES & TERM** is hereby amended to include:
Additional Monthly License Fee: Commencing on November 1, 2018, Licensee shall pay an Additional Monthly License Fee of Four Hundred Five Dollars (\$405.00) [based upon a \$135.00 per diameter foot of antenna per month], which shall be 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.
3. **Effective Date.** This First Amendment takes effect on November 1, 2018.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LICENSOR"

Montgomery County Hospital District,
a political subdivision of the State of Texas

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

The City of Conroe, a political subdivision
of the State of Texas

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

"LICENSEE"

New Cingular Wireless PCS, LLC, a
Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

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

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

**INTERLOCAL AGREEMENT FOR THE FURNISHING, INSTALLING AND
MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT WITHIN THE
CITY OF CONROE, TEXAS**

THIS INTERLOCAL AGREEMENT is made by and between the City of Conroe, Texas hereinafter called the "City", and the Montgomery County Hospital District, hereinafter called "MCHD", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the City owns and maintains a system of streets within its incorporated limits; and

WHEREAS, MCHD has requested to partner with the City for the installation of emergency vehicle preemption systems at the locations listed on Exhibit A within the City for purposes of public safety and enhancing emergency vehicle response times, including emergency vehicles owned and operated by MCHD as well as those of the City's Fire Department;

WHEREAS, the City and MCHD are in agreement that the proposed systems will be installed and that they will facilitated emergency vehicle response times for the benefit and safety of the public;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, the City and MCHD agree under the Interlocal Cooperation Act, chapter 791 Texas Government Code as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This Agreement becomes effective on final execution by the City and shall remain in effect as long as said traffic signal preemption equipment is in operation at one or more of the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the City giving written notice to MCHD as consequence of failure by MCHD to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of MCHD or its contractor;
- 3) By either party upon ninety (90) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement by either party to the other party. However, by and through this Agreement the City gives permission and a license to MCHD to install preemption equipment on the City's traffic devices, such permission and license to be effective for the full term of this Agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. MCHD will use labor and supervisory personnel employed directly by MCHD or its contractor, and use MCHD owned or its contractor owned machinery, equipment, and vehicles necessary for the work. MCHD and City shall coordinate the installation of the preemption equipment on the City's traffic devices and shall cooperate with one another in the installation, testing, use and repair of such equipment so as to benefit both entities and the public.
- B. Any necessary changes to the existing City-owned traffic signals that are required to install the preemption system will be borne by MCHD, after consultation with representatives of the City.
- C. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, the parties shall agree upon an allocation of such costs, to be memorialized in a written amendment to this Agreement.
- D. MCHD and the CITY shall reasonably cooperate and work with one another to ensure that the preemption system serves both the needs of MCHD and the City and its Fire Department for the purposes intended under this Agreement. All operational matters regarding the day-to-day use of the preemption system and the preemption system equipment will be coordinated between the representatives of MCHD and the City.
- E. MCHD's obligations under this Agreement shall exclude any responsibility for the purchase installation and/or testing of in-vehicle equipment used by a public safety agency intended to communicate with the preemption devices at the intersections listed in Exhibit A. However, by separate agreement MCHD may agree with another public safety agency to test its in-vehicle equipment.

ARTICLE 5. INSPECTION OF WORK

- A. The City shall have the right to inspect the installation of the preemption equipment to ensure that the components meet all applicable requirements and are in suitable condition for operation by the parties with respect to their public safety functions.
- B. MCHD will share information with the City to enable the City to ensure that the preemption equipment is properly installed and functioning as contemplated by the parties.. The City will promptly notify MCHD of any issues it discovers that may detrimentally affect public safety or the proper operation of the preemption equipment MCHD will cooperate with the City to resolve such issues in a timely manner.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents.

Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this Agreement alone.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party's employees or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions of the other party or its employees. If the injuries or damages arose from the acts or omissions of the other party's contractor, however, then the party may sue the contractor, not the party—except on a claim that the party is directly liable by reason of an exercise of actual control over a person or instrument that proximately caused the injury or damage. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party.

If a person, who is not a party to this Agreement, files or asserts a claim against a party to this Agreement, then the parties will assert and pursue all immunity and other defenses against the claim. But each party may also pursue its third-party-practice rights against the other party in the context of a claim by a person who is not a party to this Agreement.

The parties do not intend to create a claim or right for a person or entity who is not a party to this Agreement. But the parties recognize MCHD and the City will benefit from the parties' performances under this Agreement.

A party is entitled only to the benefit of its bargain under this Agreement. A party is not liable to the other party for other consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A party will not sue for such damages.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The City reserves the right to disconnect the preempt system from the traffic signals should any problem arise that detrimentally affects the City's traffic signals or traffic flows. The City will timely notify MCHD of the deactivation of the preemption system and the parties will immediately meet and confer regarding the resolution of the issues that resulted in the deactivation. Upon correction of the problem the preemption system would be re-connected per the agreement of the parties.

ARTICLE 8. PREEMPT INSTALLATION REQUIREMENTS

City shall allow MCHD or its contractors access to its traffic signal cabinets as necessary for the installation of the preemption equipment. The City will furnish 120 volts AC power to the preemption equipment at each traffic signal. The City will allow the preemption equipment to monitor all outgoing traffic signal indications. All preemption equipment shall be network capable. Network connectivity within the traffic signal cabinets will be allowed by the City.

ARTICLE 9. REPORTS AND INVESTIGATION

MCHD and City agree to share reports of the preemptions by MCHD emergency response vehicles and by City Fire Department vehicles, so as to ensure the preemption equipment is used in a manner to facilitate and improve public safety. If a public end user of the preemption equipment reports an issue with the functionality of such equipment at any location listed in Exhibit A, MCHD will investigate such issue and work towards a resolution, including insuring the in-vehicle equipment is properly operating.

ARTICLE 10. REMEDIES

A party shall be entitled to specific performance, or alternatively its actual damages and attorneys fees arising from the other party's breach of this Agreement. The non-breaching party shall not be entitled to exemplary, punitive or consequential damages.

ARTICLE 11. INSURANCE

MCHD shall provide necessary safeguards to protect the public on City-maintained streets including adequate insurance for payment of any damages which might result during the construction or its maintenance of the preemption equipment, and to save the City harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the City's rights-of-way, MCHD or its construction contractor shall submit to the City a fully executed copy of its Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

MCHD or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this Agreement unless specifically authorized in writing by the City. In the event MCHD or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this Agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

MCHD or its contractor shall not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the City.

ARTICLE 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. DISPUTES

If a party believes that the other party has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's liaison officer to discuss the issue. If this doesn't resolve the issue, then the party will notify the other's liaison officer in writing of the party's belief or complaint in reasonable detail. The other party will have a reasonable time—ordinarily no more than two calendar weeks—to improve its performance. Before a party may file a claim, MCHD's Executive Director must meet in person with the City Manager and attempt to resolve the dispute.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Montgomery County Hospital District: <u>1400 South Loop 336 West</u> <u>Conroe, TX 77304</u> _____ _____	City: _____ _____ _____ _____
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Montgomery County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 19. COMPLIANCE WITH THE LAW

Each party will comply with all federal, state, and local law and regulations applicable to its conduct. A party's violation of the law that affects the parties' relationship or rights under this Agreement is a breach of this Agreement as well.

ARTICLE 20. AUTHORITY

Each party represents that the person or persons signing this Agreement have the requisite authority to sign under section 791.011(d)(1) of the Government Code.

ARTICLE 21. SOURCE OF FUNDS

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

ARTICLE 22. MODIFICATION

This Agreement is subject to change only with the parties' written consent, other than the parties' authorized representatives may update or replace Exhibit A by mutual agreement. No party will attempt to enforce a purported amendment that is not properly documented and approved by each party's governing body under section 791.011(d)(1) of the Government Code.

IN WITNESS WHEREOF, the City and MCHD have signed duplicate counterparts of this Agreement.

MONTGOMERY COUNTY HOSPITAL DISTRICT

CITY OF CONROE, TEXAS

By: Randy Johnson
Chief Executive Officer

Toby Powell, Mayor

Date: _____

Date: _____

Attest:

City Secretary

EXHIBIT A

Emergency Vehicle Preemption Systems located in City of Conroe, Texas.

- 1 S.H. 105@ IH 45 (both sides)
- 2 S.H. 105@ West Loop 336
- 3 West Davis/Phillips @ Frazier
- 4 S.H. 105@ East Loop 336
- 5 S.H. 105@ Highland Hollow
- 6 N. Loop 336 @ Frazier Street
- 7 N. Loop 336 @ Beach Airport
- 8 N. Loop 336 @ Westview Blvd.
- 9 F.M. 3083 @ I45
- 10 F.M. 830 @ North Frazier
- 11 F.M. 3083 @ North Frazier
- 12 F.M. 3083 @ F.M. 1484
- 13 West Davis @ Ed Holcomb Blvd
- 14 F.M. 1314 @ Creighton Rd
- 15 S. Loop 336 @ Ed Kharbat Dr
- 16 S. Loop 336 @ IH 45 (both sides)
- 17 S. Loop 336 @ South Frazier
- 18 S. Loop 336 @ F.M. 1314
- 19 S. Loop 336 @ Ed Holcomb Blvd.
- 20 S.H. 105E @ F.M. 3083
- 21 S.H. 105W @ McCaleb Rd
- 22 S.H. 105W @ F.M. 3083
- 23 S.H. 105W @ April Sound Blvd.
- 24 S.H. 105W @ Walden Rd
- 25 S.H. 105@ KOA
- 26 S.H. 105@ Cape Conroe
- 27 S.H. 105@ Old River Road
- 28 S.H. 105@ Navajo Rd.
- 29 S.H. 105@ Marina Drive
- 30 S.H. 105@ Tejas Boulevard
- 31 S.H. 105@ Old 105/Damsite Rd.
- 32 S.H. 105@ LaSalle Avenue
- 33 S.H. 105@ Fountains Ln.
- 34 S.H. 105@ White Oak Creek
- 35 S. Loop 336 @ Medical Center Blvd.
- 36 S.H. 105@ Wilson Rd
- 37 S.H. 105@ Rigby Owen Rd
- 38 S.H. 105 @ Center Rd.

MCHD Surplus/Salvage
November & December 2018

Qty	Serial Number	MCHD Tag	Product Description	S/S	Reason
1	2AKYA16809	NA	Toughbook EMSC19-L502	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	4DKYA71450	CAP20552	Toughbook EMSC19-L708	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	4DKYA71481	CAP20482	Toughbook EMSC19-L703	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	3AKYB02049	NA	Toughbook EMSC19-L607	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	5DKSA26797	CAP30057	Toughbook EMSC19-L813	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	5DKSA26807	CAP30047	Toughbook EMSC19-L803	Salvage	Broken, out of warranty, costly to repair. Replaced.
1	5DKSA26601	CAP30052	Toughbook EMSC19-L808	Salvage	Broken, out of warranty, costly to repair. Replaced.
1 each	1883	3778	Nitronox unit	salvage	Mixer/connector leaks..cannot be repaired.
1	3C7WDSBL3CG299889	N/A	2012 Dodge RAM Cab/Chassis (Old Shop 24)	Surplus	Remounted: 199,897 miles, 9199 hours = 303,567 miles
1	3C7WDSBL6CG299885	N/A	2012 Dodge RAM Cab/Chassis (Old Shop 34)	Surplus	Remounted: 189,729 miles, 7750 hours = 255,750 miles
1	1120387197	N/A	Onan 5.5 mobile generator (Gen 61)	Salvage	Removed from shop 27 - unrepairable
1	4017525	N/A	26 Inch sony TV	Salvage	non working
1	YA1A0618013987	N/A	26 Inch Philips TV	Salvage	non working
1	N/A	3518	18 Inch Sharp TV	Salvage	non working
1	M3030038	N/A	Smart CC TV monitor	Salvage	non working
1	N/A	6526	Audio/Visual Rack	Salvage	non working
1	EW0812613	N/A	Whirlpool Refrigerator	Salvage	non working
1	C23322281	N/A	Kenmore Washer Machine	Salvage	non working
1	CY1834301	N/A	Roper Washer Machine	Salvage	non working
1	FV2491560	N/A	GE Range	Salvage	non working
1	N/A	6289	Roper Refrigerator	Salvage	non working
1	QD1548240419	NA	APC Battery Back Up	Salvage	Out of warranty and not repairable
1	JS1012006745	9035	APC Battery Back Up	Salvage	Out of warranty and not repairable
1	JS0909008587	NA	APC Battery Back Up	Salvage	Out of warranty and not repairable
1	JS0735012818	NA	APC Battery Back Up	Salvage	Out of warranty and not repairable
1	FTX1513K0RH	9622	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1510K2QW	9613	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S01N	9303	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S014	9304	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S031	9293	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446E029	9302	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S00Q	9299	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1504E56L	9210	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1510E14T	9614	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1510E14V	9612	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1138N1P2	7656	CISCO ACCESS POINT	Salvage	Out of warranty and not supported

Qty	Serial Number	MCHD Tag	Product Description	S/S	Reason
1	FTX1513K0RQ	9621	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1447E3US	9336	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S3EQ	9297	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1510E14N	9611	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1447E3TP	9338	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S032	9298	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1504E56M	9465	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S030	9303	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1447E3V7	9337	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S02R	9271	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446E4VO	9294	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446E4V1	9301	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	FTX1446S3EC	9295	CISCO ACCESS POINT	Salvage	Out of warranty and not supported
1	CN0CC38871618773APEU	7675	Dell monitor	Salvage	Out of warranty and broken screen
1	CN0G313H7426187S250SA00	8091	Dell monitor	Salvage	Out of warranty and broken screen
1	CN0CC38871618773ALLT	7677	Dell monitor	Salvage	Out of warranty and broken screen
1	CN0RNMH674445156J45L	9748	Dell monitor	Salvage	Out of warranty and broken screen
1	CN07GC81478901BU0362A00	NA	Dell Optiplex 990	Salvage	Out of warranty and broken.
1	BCOLT41	5790	Dell Optiplex gx270	Salvage	Out of warranty and broken.
1	CN0U96924789063S2713	7172	Dell Precision 450	Salvage	Out of warranty and broken.
1	CN0J556T4789016D02CPA00	NA	Dell Precision t5500	Salvage	Out of warranty and broken.
1	CH5JL14122	NA	Hitachi TV	Salvage	Broken
1	CN 61HEG1NX	NA	HP Officejet 6210	Salvage	Out of warranty and broken.
1	2AKYA14677	CAP20213	MDC Panasonic H2 CF-H2ASNMG1M	Salvage	Out of warranty and broken.
1	2AKYA14590	CAP20201	MDC Panasonic H2 CF-H2ASNMG1M	Salvage	Out of warranty and broken.
1	2AKYA14667	CAP20214	MDC Panasonic H2 CF-H2ASNMG1M	Salvage	Out of warranty and broken.
1	2AKYA15369	CAP20192	MDC Panasonic H2 CF-H2ASNMG1M	Salvage	Out of warranty and broken.
1	MY24H9LS600300K	8485	SAMSUNG Monitor	Salvage	Out of warranty and broken screen
1	MY19H9LS604340W	8504	SAMSUNG Monitor	Salvage	Out of warranty and broken screen

AGENDA ITEM # 25

Board Mtg.: 12/11/18

Montgomery County Hospital District

Proceeds from Sale of Assets

10/01/2017 - 10/31/2018

Account Name	Description	Sale Date	Sale of Surplus
Vehicles	2010 Dodge Ram 3500 - 201,234 miles	5/22/2018	8,660.00
Vehicles	2009 Ford F350 - 140,736 miles (trade-in)	7/3/2018	15,000.00
Vehicles	2012 Dodge Ram 3500 SLT - 203,110 miles	7/24/2018	8,305.00
Vehicles	2012 Dodge Ram 3500 ST - 194,983 miles	9/21/2018	8,150.00
Vehicles Total			<u>89,884.00</u>
Total Proceeds			<u><u>89,884.00</u></u>