

**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., January 22, 2019 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. Chance

**4. Roll Call**

**Present:**

Bob Bagley  
Chris Grice  
Justin Chance  
Mark Cole  
Sandy Wagner  
Brad Spratt  
Georgette Whatley

**5. Public Comment**

There were no comments from the public.

**6. Special Recognition:**

**Field Employee – Armando Reyes**

**Medical Director Award –**

**No. 1 - Wade Johnson and Tim Kapler and Chris Goodrich**

**7. 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.

**8. Consider and take action on the annual election of Board officers. (Mr. Cole, Vice-Chairman – MCHD Board)**

Mr. Bagley made a motion nominate Ms. Whatley for Chairman of the board. Motion failed due to no second offered by the board.

Mrs. Wagner made a motion to nominate Mr. Cole for Chairman of the board. Mr. Grice offered a second and motion passed unanimously.

Mr. Chance made a motion to nominate Mr. Spratt for Vice Chairman of the board. Ms. Whatley offered a second and motion passed unanimously.

Mr. Grice made a motion to nominate Ms. Whatley for Vice Chairman of the board. Ms. Whatley respectfully declined nomination.

Mr. Cole made a motion to nominate Mrs. Wagner for Secretary of the board. Mr. Grice offered and second and motion passed unanimously.

Mr. Cole made a motion to nominate Mr. Grice for Treasurer of the board. Mr. Spratt offered a second and motion passed unanimously.

**9. Presentation of Quarterly Employee Turnover Report. (Ms. Whatley, Chair – Personnel Committee)**

Mr. Randy Johnson, CEO and Mrs. Emily Fitzgerald, HR Manager presented the HR Turnover Report and answered all questions from the board.

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

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

**11. Consider and act on the renewal of CAD software support agreement. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on the renewal of CAD software support agreement. Mrs. Wagner offered a second. After board discussion motion passed unanimously.

**12. Consider and act on the renewal of CAD Mobile software support agreement. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on the renewal of CAD Mobile software support agreement. Mrs. Wagner offered a second and motion passed unanimously.

**13. 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.

**14. Consider and act on membership to 1GPA (Government Procurement Alliance) purchasing cooperative. (Mr. Cole, Vice-Chairman – MCHD Board) (attached)**

Mr. Cole made a motion to consider and act on membership to 1GPA (Government Procurement Alliance) purchasing cooperative. Mr. Spratt offered a second. After board discussion motion passed unanimously.

**15. Consider and act on Cummins Generator Maintenance Contract. (Mr. Cole, Vice-Chairman – MCHD Board) (attached)**

Mr. Cole made a motion to consider and act on Cummins Generator Maintenance Contract. Mr. Bagley offered a second and motion passed unanimously.

- 16. Consider and act on the purchase of Opticom Intersection equipment from HGAC Contract No. PE-05-17. (Mr. Cole, Vice-Chairman – MCHD Board) (attached)**

Mr. Cole made a motion to consider and act on purchase of Opticom Intersection equipment from HGAC Contract No. PE-05-17. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 17. Consider and act on the purchase of budgeted P25 field radios from RFP No. FY2017-04-01 awarded to Dailey Wells Communications. (Mr. Cole, Vice-Chairman – MCHD Board) (attached)**

Mr. Cole made a motion to consider and act on the purchase of budgeted P25 field radios from RFP No. FY2017-04-01 awarded to Dailey Wells Communications. Mr. Grice offered a second and motion passed unanimously.

- 18. 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.

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

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

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

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

- 21. Presentation of preliminary Financial Report for three months ended December 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.

- 22. Update to the increase on County Tax Assessor and Collection Fees for FY 2019. (attached)**

Mr. Brett Allen, CFO gave an update to the increase on County Tax Assessor and Collection Fees for FY 2019.

- 23. Presentation of Investment Report for the quarter ended December 31, 2018.**

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

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

Mr. Grice made motion to consider and act on staff's recommendation for awarding contract to Valley View Consulting, LLC for Investment Advisory Services. Mr. Bagley offered a second. After board discussion motion passed unanimously.

**25. Consider and act on Bank Signature Cards. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Spratt made a motion to name Mr. Cole, Mr. Grice, Mrs. Wagner, Ms. Whatley, Mr. Johnson, Mr. Allen, Mrs. Miller and Ms. Bonner as set forth in handout for Bank Signature Cards. Mrs. Wagner offered a second. After board discussion and motion passed unanimously.

**26. 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. Mr. Spratt offered a second and motion passed unanimously.

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

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

**28. Consider and act on the acquisition of land from the City of Conroe for an EMS Station as budgeted in the FY 2019 budget. (Mr. Cole, Vice-Chairman – MCHD Board)**

Mrs. Miller, COO gave a presentation to the board.

**29. Convene into executive session pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to acquisition of land from the City of Conroe and any other related matters. (Mr. Cole, Vice-Chairman – MCHD Board)**

Mr. Cole made a motion to convene into executive session at 5:17 p.m. pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to acquisition of land from the City of Conroe and any other related matters.

**30. Reconvene from executive session and take action as necessary on real estate property including but not limited to acquisition of land from the City of Conroe and any other related matters. (Mr. Cole, Vice-Chairman – MCHD Board)**

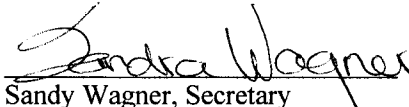
The board reconvened from executive session at 5:33 p.m. Mr. Cole advised that no action to be taken by the board.

**31. Secretary's Report - Consider and act on minutes for the December 11, 2018 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on the minutes for the December 11, 2018 Regular BOD Meeting. Mr. Bagley offered a second and motion passed. Mr. Spratt, Mr. Grice and Mr. Chance abstained from vote.

**32. Adjourn**

Meeting adjourned at 5:34 p.m.

  
Sandy Wagner, Secretary



# INVOICE

Customer No. TX469  
Date 12/4/2018  
Invoice No. INF0000000821-1

**Bill To:**

Montgomery County Hospital District  
Attn: Accounts Payable  
PO Box 478  
Conroe, TX 77304

**Remit To**

Tritech Software Systems  
P.O. Box 203223  
Dallas, TX. 75320-3223  
(858) 799-7000 Ext 0000

DESCRIPTION	AMOUNT
2019-2020 Inform CAD Support Support Term 2/1/19-1/31/20	\$ 218,206.60
This invoice is Payable in U.S. Dollars	
TOTAL	\$ 218,206.60

THANK YOU FOR YOUR BUSINESS!



# INVOICE

Customer No. TX469  
Date 12/4/2018  
Invoice No. INF0000000821-2

**Bill To:**

Montgomery County Hospital District  
Attn: Accounts Payable  
PO Box 478  
Conroe, TX 77304

**Remit To**

Tritech Software Systems  
P.O. Box 203223  
Dallas, TX. 75320-3223  
(858) 799-7000 Ext 0000

DESCRIPTION	AMOUNT
2019-2020 Inform Mobile Support Support Term 2/1/19-1/31/20	\$ 25,439.63
This invoice is Payable in U.S. Dollars	
TOTAL	\$ 25,439.63

THANK YOU FOR YOUR BUSINESS!



**1Government Procurement Alliance**

## Membership Agreement

This Agreement is entered into this 17th day of January, 2019, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in Exhibit A ("Lead Agencies" and individually a "Lead Agency") and Montgomery County Hospital District ("Participating Entity"), a Hospital District located in the State of Texas. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in Exhibit A. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in Exhibit A. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
  - a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
  - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
  - c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
  - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
  - e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating Entity; however,

IGPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a IGPA vendor. Failure of the Participating Entity to secure performance from the IGPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require IGPA to exercise its own rights and remedies.

5. IGPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a IGPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if IGPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in IGPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: <b>Montgomery County Hospital District</b>	Signature: <i>Melissa A Miller, COO</i>
Address: <b>1400 S Loop 336 W,</b>	Printed Name: <b>Montgomery County Hospital District</b>
<b>Conroe, Texas, 77304</b>	Title: <b>Chief Operating Officer</b>
Email: <b>mmiller@mchd-tx.org</b>	
Date: <del>01/17/2019</del> <b>1/23/2019</b>	Phone: <b>(936) 523-1191</b>

IGPA Signature:	<i>Christy Knorr</i>
Printed Name:	Christy Knorr
Title:	Vice President
Date:	01/17/2019

IGPA - 1910 W. Washington St. Phoenix, AZ 85009

P: 866/306-3893

F: 602/663-9515

E: admin@IGPA.org

*1/22/2019 Board Approved  
Item # 14*

## **Lead Agencies**

### **Arizona**

#### **Paradise Valley Unified School District**

15002 N. 32nd Street  
Phoenix, AZ 85032  
602.449.2071

Pinal County ESA  
75 N. Bailey  
Florence, AZ 85132  
520.450.4477

#### **Yavapai County Accommodation School District**

6325 Baja Circle  
Prescott Valley, AZ 86314  
928.759.8126

### **Oregon**

Portland Public Schools  
501 N. Dixon Street  
Portland, OR 97227  
503.916.3315

### **Texas**

Deer Park ISD  
2800 Texas Ave.  
Deer Park, TX 77536  
832.668.7061

**\*\*\* THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES**

Updated as of 04.24.2018



## Sales and Service

December 12, 2018

Montgomery Co Hospital Distr  
Po Box 478  
Conroe, TX 77305

Re: Planned Maintenance Quote

Attention : Avery Belue

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

### Benefits of Planned Maintenance:

- Improves system reliability.
  - Maintenance performed by certified technicians specifically trained in power generation.
  - PM customers receive preferred service for unscheduled emergency repairs.
  - Creation of a service record for customer equipment.
  - Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Tanner Krause  
(713) 679-7750

1/23/2019 Bod Letg  
Item #15



# Sales and Service

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

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
MONTGOMERY CO HOSPITAL DI PO BOX 478 Conroe, TX 77305	Contact: Avery Belue Phone: 936 521-5665 Fax: 936 539-1166 Cust Id: 25854	Quote Date: 02-NOV-18 Quote Expires: 30-MAR-20 Quote Num: 6091 Quoted By: Tanner Krause Quote Term: 1 Year(s)

### Site Information

1	PMA-ADMINISTRATION	1400 SOUTH LOOP 336 WEST	CONROE	TX	77304
2	PMA-STATION 30	21084 LOOP 494	NEW CANEY	TX	77357
3	PMA-STATION 10	2920 N LOOP 336 E	CONROE	TX	77301
4	PMA-STATION 20	450 HARPERS LANDING	CONROE	TX	77385
5	PMA-1350 S. LOOP 336 WEST	1350 S. LOOP 336 WEST	CONROE	TX	77385
6	PMA-SERVICE CENTER	1300 SOUTH LOOP 336 WEST	CONROE	TX	77304
7	PMA-ADMIN COMM TOWER	1350 SOUTH LOOP 336 WEST	CONROE	TX	77304
8	PMA-STATION 32	14596 FM 1314	CONROE	TX	77303

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	508160 WE	ASCO	TRANSFER SWT SERIES 300		608160 WE	600 AMP
1	636392 RE	ASCO	TRANSFER SWT SERIES 300		636392 RE	230 AMP
1	B080154227	ONAN	TRANSFER SWT LTD		B080154227	200 AMP
1	F100131757	ONAN	TRANSFER SWT OHPC.225		F100131757	225 AMP
1	F100131794	ONAN	TRANSFER SWT OHPC.225		F100131794	225 AMP
1	F100131795	ONAN	TRANSFER SWT OHPC.225		F100131795	225 AMP
1	F100132146	ONAN	TRANSFER SWT OHPC.225		F100132146	225 AMP
1	F100133112	ONAN	TRANSFER SWT OHPC.125		F100133112	125 AMP
1	F100133113	ONAN	TRANSFER SWT OHPC.125		F100133113	125 AMP
1	F100133115	ONAN	TRANSFER SWT OHPC.400		F100133115	400 AMP
1	F100133116	ONAN	TRANSFER SWT OHPC.400		F100133116	400 AMP
1	F100134014	ONAN	TRANSFER SWT OHPC.600		F100134014	600 AMP
1	K010302655	ONAN	TRANSFER SWT OTPC.600		K010302655	600 AMP
1	K100166654	ONAN	TRANSFER SWT OHPC.400		K100166654	400 AMP
2	OLY-PNGJ00582	OLYMPIAN	GEN SET	G150G1	OLY-PNGJ00582	125 KW
3	8720062	WHISPER WATT	GEN SET	DCA20SPXU2	8720062	20 KW
3	GXC00897	OLYMPIAN	GEN SET	G100LG2	GXC00897	100 KW
4	K010304704	ONAN	GEN SET	125.0GGKB	K010304704	125 KW
5	2532537	ONAN	GEN SET	725.0GTA50	2532537	725 KW
5	25353295	ONAN	GEN SET	725.0GTA50	25353295	725 KW
6	P1002240002	BALDOR	GEN SET	TS175-3J	P1002240002	100 KW
7	B080154319	ONAN	GEN SET	60.0GGHE	B080154319	60 KW
8	1476A60768	AIRMAN 65	GEN SET	SDG655	1476A60768	60 KW
8	147B10068	AIRMAN 65	GEN SET	SDG655	147B10068	60 KW
8	P1003020003	BALDOR LITE TOW	GEN SET	PL6000K	P1003020003	6 KW
8	T7007-000116	TEREX	GEN SET	0T70P	T7007-000116	54 KW

#### PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this Agreement, and shall constitute the entire agreement between the customer identified in the Quote (Customer), and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. **SCOPE OF SERVICES, PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance (Services) on the equipment identified in the Quote (Equipment) in accordance with the schedule specified in the Quote. The Services include those services defined in the Service Event section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins shall provide the Services in a safe and workmanlike manner. Cummins has licenses, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations.

Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, visitors, or any third party and/or property damage or work interruption arising out of the Services.

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **PAYMENT TERMS.** If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit.

3. **DELAYS.** Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

4. **WARRANTY.** Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be solely limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

#### 5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS, INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. **INDEMNITY.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, Losses), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim, provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

8. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

10. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

11. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of any Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

12. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
MONTGOMERY CO HOSPITAL DI	Contact: Avery Belue	Quote Date: 02-NOV-18
PO BOX 478	Phone: 936 521-5665	Quote Expires: 30-MAR-20
Conroe, TX 77305	Fax: 936 539-1166	Quote Num: 6091
	Cust Id: 25854	Quoted By: Tanner Krause
		Quote Term: 1 Year(s)

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	508160 WE	ATS INSPECTION	1	127.00	127.00
1	636392 RE	ATS INSPECTION	1	165.00	165.00
1	B080154227	ATS INSPECTION	1	84.00	84.00
1	F100131757	ATS INSPECTION	1	84.00	84.00
1	F100131794	ATS INSPECTION	1	84.00	84.00
1	F100131795	ATS INSPECTION	1	84.00	84.00
1	F100132146	ATS INSPECTION	1	84.00	84.00
1	F100133112	ATS INSPECTION	1	84.00	84.00
1	F100133113	ATS INSPECTION	1	84.00	84.00
1	F100133115	ATS INSPECTION	1	84.00	84.00
1	F100133116	ATS INSPECTION	1	84.00	84.00
1	F100134014	ATS INSPECTION	1	84.00	84.00
1	K010302655	ATS INSPECTION	1	156.00	156.00
1	K100166654	ATS INSPECTION	1	84.00	84.00
2	OLY-PNGJ00582	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	1,470.00 308.00	1,470.00 924.00
3	8720062	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	941.00 308.00	941.00 924.00
3	GXC00897	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	1,370.00 308.00	1,370.00 924.00
4	K010304704	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	1,434.00 308.00	1,434.00 924.00
5	2532537	FULL SRV W/LOAD BANK 2 HR INSP/COOLANT-HOSE REPLMNT INSPECTION	1 1 2	3,135.00 6,167.00 308.00	3,135.00 6,167.00 616.00
5	25353295	FULL SRV W/LOAD BANK 2 HR INSP/COOLANT-HOSE REPLMNT INSPECTION	1 1 2	3,135.00 6,167.00 308.00	3,135.00 6,167.00 616.00
6	P1002240002	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	1,378.00 308.00	1,378.00 924.00
7	B080154319	FULL SRV W/LOAD BANK 2 HR INSPECTION	1 3	1,136.00 317.00	1,136.00 951.00

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THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS, INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. **INDEMNITY.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, Losses), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

8. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

Customer Address		Customer Contact		Quote Information	
MONTGOMERY CO HOSPITAL DI PO BOX 478 Conroe, TX 77305		Contact:	Avery Belue	Quote Date:	02-NOV-18
		Phone:	936 521-5665	Quote Expires:	30-MAR-20
		Fax:	936 539-1166	Quote Num:	6091
		Cust Id:	25854	Quoted By:	Tanner Krause
				Quote Term:	1 Year(s)
8	1476A60768	FULL SRV W/LOAD BANK 2 HR	1	1,051.00	1,051.00
		INSPECTION	3	308.00	924.00
8	147B10068	FULL SRV W/LOAD BANK 2 HR	1	1,051.00	1,051.00
		INSPECTION	3	308.00	924.00
8	P1003020003	FULL SRV W/LOAD BANK 2 HR	1	904.00	904.00
		INSPECTION	3	308.00	924.00
8	T7007-000116	FULL SRV W/LOAD BANK 2 HR	1	1,039.00	1,039.00
		INSPECTION	3	308.00	924.00

April 2019 Renewal

\*\*\*COOLANT/HOSE REPLACEMENT IS PRICED FOR A COOLANT FLUSH, COOLANT SENSOR AND HOSE REPLACEMENT\*\*\*

Unless otherwise specified, first service is due to be performed within 30 days of PMA signature. Signature below acknowledges and accepts the Terms and Conditions on the back of this Agreement.

Purchase Order Number and Signature required.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Please Provide name and e-mail address of each site contact:

Site: Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Accounts Payable Contact - Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please indicate whether you wish to prepay the complete agreement or pay per event.

\_\_\_\_\_ Prepay \_\_\_\_\_ Pay Per Event (Subject to credit approval)

\*\*\*If paying per event select payment option preferred.

Cash/Credit Card \_\_\_\_\_ ACH/Wire \_\_\_\_\_ Credit Terms \_\_\_\_\_

\*\*\*Please reference Cummins Southern Plains, LLC Planned Maintenance Agreement Scope of Work for further details. \*\*\*

### OPTIONAL SERVICES AVAILABLE:

- Infra-Red Thermography (ATS/Gen/Switchgear/Distribution)
- Oil Sample Analysis - Fuel Sample Analysis
- Coolant Sample Analysis - Battery Replacement
- Air Filter Replacement - Remote Monitoring
- Diesel Fuel Polishing - Insulation Resistance Testing
- Loadbank Testing - Power Quality (recording/measuring)
- Vibration Testing

\*\*\*All other work will be performed on a time and material basis.

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# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
MONTGOMERY CO HOSPITAL DI PO BOX 478 Conroe, TX 77305	Contact: Avery Belue Phone: 936 521-5665 Fax: 936 539-1166 Cust Id: 25854	Quote Date: 02-NOV-18 Quote Expires: 30-MAR-20 Quote Num: 6091 Quoted By: Tanner Krause Quote Term: 1 Year(s)
	Standard Agreement Amount	\$42,249.00
	Proposal Total	\$42,249.00

### Customer Approval

Signature: \_\_\_\_\_

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

### CUMMINS SOUTHERN PLAINS, LLC

Signature: \_\_\_\_\_

Date: 2/8/2019

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# Agenda Item # 15



We Make a Difference!

To: Board of Directors

From: Avery Belue

Date: January 22, 2019

Re: **Cummins Generator Maintenance Contract.**

---

Consider and Act on Cummins Generator Maintenance Contract.

This is a renewal contract for Preventative Maintenance on 11 Generators. The generators covered are Administration/Service Center, Administration tower, Stations 10, 20, 30 and 5 portable bumper pull generators.

The contract covers oil and coolant changes with quarterly checks, hose and belt changes annually and 2 hour load bank test annually as well as PMs on all ATS (Automatic Transfer Switches). The cost for this contract is under budget at \$42,249.00.

Fiscal Impact: Nominal

Yes No N/A

☒ ☐ ☐ Budgeted item?

☒ ☐ ☐ Within budget?

☒ ☐ ☐ Renewal contract?

☐ ☒ ☐ Special request?

*For Randy's  
signature*

## **Daniel, Donna**

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**From:** Daniel, Donna  
**Sent:** Thursday, January 24, 2019 8:04 AM  
**To:** Belue, Avery; Moote, Katelyn  
**Cc:** AccountsPayable  
**Subject:** Cummins Generator Maintenance Contract  
**Attachments:** 4210\_001.pdf  
  
**Importance:** High

Avery/Katelyn,

Attached contract for Cummins was approved at the January board meeting and has been signed off by Randy. Please have Cummins sign and date then return executed copy (email is fine) for our files. Please make sure I get a copy for records purposes.

Thank you,

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-17	Date Prepared:	1/17/2019
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Montgomery County Hospital District			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Justin Evans			Prepared By:	Mike Hancock		
Phone:	936-521-3500			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	jevans@mchd-tx.org			Email:	mhancock@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
<b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>							
Line Number	Quan	Description					Unit Pr      Total
40	25	110610-MM Model 764 Multimode Phase Selector					\$ 2,795.00    \$ 69,875.00
42	25	110603-MM Model 768 Auxiliary Panel					\$ 395.00    \$ 9,875.00
44	25	110611 3100 GPS Radio Unit (Mast Mount)					\$ 2,695.00    \$ 67,375.00
87	6500	110605A GPS Cable 500 Ft Roll (Per Ft.)					\$ 0.94    \$ 6,110.00
92	25	201011 (hub) Mast Arm Mount (GPS)					\$ 81.00    \$ 2,025.00
94	25	100201 Model 380 Card Rack					\$ 168.00    \$ 4,200.00
114	25	CTCINSTALL GPS Opticom Intersection 5 hours \$230 per hour					\$ 1,150.00    \$ 28,750.00
#REF!	25	CTCINSTALL Driving Time One Man and Pickup Truck					\$ 115.00    \$ 2,875.00
#REF!	25	CTCINSTALL Second Man (Include Both Drive and On Site time)					\$ 75.00    \$ 1,875.00
#REF!	25	CTCINSTALL Bucket Truck Upcharge (Include Both Drive and On Site Time)					\$ 40.00    \$ 1,000.00
Total From Other Sheets, If Any:							
Subtotal A:						<b>\$ 193,960.00</b>	
<b>B. Unpublished Options, Accessory or Service Items - Itemize Below - Attach Additional Sheet If Necessary</b> (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						\$	-
						\$	-
Total From Other Sheets, If Any:							
Subtotal B:						\$ -	
<b>Check:</b> The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						<b>For this transaction the percentage is:</b> 0%	
<b>C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges</b>							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
Subtotal C:						\$ -	
<b>Delivery Date:</b>		<b>30 to 45 Days ARO</b>		<b>D. Total Purchase Price (A+B+C):</b>		<b>\$ 193,960.00</b>	

# DAILEY-WELLS COMMUNICATIONS

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



To: Montgomery County HD, Justin Evans  
From: Dennis Vickery (281) 804-7970  
Date: 16-Jan-19

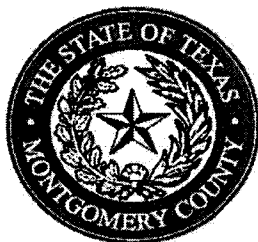
## XL-200 Portable, Full Spectrum Multiband, P25 Trunking, AES/DES - BLK-YEL, System

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PFM1Y	PORTABLE,XL-200P,FULL,BLK-YEL,US	30	\$ 2,900.00	26%	\$ 2,146.00	\$ 64,380.00
2	XL-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	30	\$ 265.00	26%	\$ 196.10	\$ 5,883.00
3	XL-PL8N	FEATURE, IN-BAND GPS	30	\$ 250.00	26%	\$ 185.00	\$ 5,550.00
4	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	30	\$ 250.00	26%	\$ 185.00	\$ 5,550.00
5	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	30	\$ 695.00	26%	\$ 514.30	\$ 15,429.00
6	XL-LLA	FEATURE,LINK LAYER AUTHENTICATION	30	\$ 100.00	26%	\$ 74.00	\$ 2,220.00
7	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	30	\$ 1,500.00	26%	\$ 1,110.00	\$ 33,300.00
8	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	30	\$ 240.00	26%	\$ 177.60	\$ 5,328.00
9	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	30	\$ 1,500.00	26%	\$ 1,110.00	\$ 33,300.00
10	XL-PA3V	BATTERY,LI-ION,3100 MAH	60	\$ 150.00	26%	\$ 111.00	\$ 6,660.00
11	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	30	\$ 100.00	26%	\$ 74.00	\$ 2,220.00
12	XL-AE4B	SPEAKER MICROPHONE, EMERG BUTTON	30	\$ 175.00	26%	\$ 129.50	\$ 3,885.00
13	XL-HC3L	BELT CLIP,METAL	30	\$ 25.00	26%	\$ 18.50	\$ 555.00
SUB TOTAL							\$ 184,260.00
Trade-In Allowance							\$ (40,537.20)
TOTAL							\$ 143,722.80

Price Valid Until February 28, 2019.

Terms: Net 30 Days.

Shipping: FOB Source, prepay and add to invoice.



# Tammy J. McRae

Tax Assessor-Collector  
Montgomery County

January 17, 2019

Mr. Brett Allen  
Montgomery County Hospital District  
P. O. Box 478  
Conroe, Texas 77305

RE: *2018 Tax Collection Fees*

Dear Mr. Allen:

Montgomery County is systematically completing assessments on all facilities. Several county departments have undergone the assessment thus far. The County selected a vendor from a DIR contract list. The Vendor is an authorized distributor, installer & programmer for the overarching security platform utilized by the County.

I requested that the Tax Assessor-Collector's assessment be among one of the first due to the amount of money collected by the office and the volume of customers serviced each day. The assessment consisted of the five tax office locations and included all areas of operations, cyber and building security.

Of primary concern to me was the safety of our employees, customers and taxpayer funds. The tax office handles in excess of a billion dollars annually. Along with that responsibility, comes the need for good stewardship, including security, to say nothing of my own personal liability.

The cost to implement the improvements from this important assessment was approximately \$590,000. This amount was shared by Montgomery County and the taxing jurisdictions served by my office and was the primary reason for the increase in the annual collection fees.

Due to an oversight on my part, the taxing jurisdictions were not notified of the expected increase prior to budgets being finalized. I sincerely apologize & will ensure that an estimate of the collection fees are provided during the budget process going forward.

---

*"Committed to providing the citizens of Montgomery County with excellent public service while maintaining the highest level of accountability"*

---

400 N. San Jacinto St.  
Conroe, Texas 77301

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

Sincerely,

A handwritten signature in black ink, appearing to read "Tammy McRae". The signature is fluid and cursive, with the first name "Tammy" and last name "McRae" clearly distinguishable.

Tammy McRae, PCAC

**AGREEMENT  
BY AND BETWEEN  
MONTGOMERY COUNTY HOSPITAL DISTRICT, TEXAS  
AND  
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the Montgomery County Hospital District (the *Investor*) will have from time to time money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties:
  - a. Assist the Investor in developing cash flow projections,
  - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
  - c. Advise the Investor on market conditions, general information and economic data,
  - d. Analyze risk/return relationships between various investment alternatives,
  - e. Attend occasional meetings as requested by the Investor,
  - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
  - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
  - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

11/20/19 Board Approved  
Item #24

- i. Assist the Investor in creating monthly portfolio accounting reports, and
- j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until January 31, 2020, with the option of the Investor to extend this Agreement in additional one and two year increments. Provided,

however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

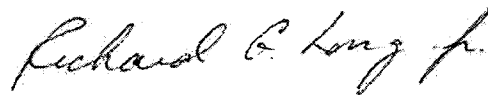
8. The Advisor shall not assign this Agreement without the express written consent of the Investor.

9. By initialing the appropriate line, Investor acknowledges that:

- 1)   X   Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2)        Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3)        Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.  
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Montgomery County Hospital District, Texas.



By



D. BRETT ALLEN  
CHIEF FINANCIAL OFFICER  
Montgomery County Hospital District

Date: JANUARY 28, 2019

## APPENDIX A

### FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee:

<u>Average Quarter End Book Value</u>	<u>Annual Fee</u>
First \$20 million	0.080% (8 basis points)
Next \$20 million	0.070% (7 basis points)
Investable Funds above \$40 million	0.060% (6 basis points)

The District would be billed each quarter in arrears.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

*[Handwritten signature]*  
11/28/19