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.


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

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

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


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.

   [Signature]

   Sandy Wagner, Secretary
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Support Term 2/1/19-1/31/20

This invoice is Payable in U.S. Dollars

TOTAL $218,206.60

THANK YOU FOR YOUR BUSINESS!
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

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This invoice is Payable in U.S. Dollars

TOTAL $25,439.63

THANK YOU FOR YOUR BUSINESS!
Membership Agreement

1Government Procurement Alliance

This Agreement is entered into this 17th day of January, 2019, between the 1 Governmental Procurement Alliance (IGPA), 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 IGPA 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, IGPA 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 IGPA, or as requested by a Lead Agency.

2. IGPA 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 IGPA contracts are in accordance with terms and prices established in the IGPA contract.

   b. The Participating Entity shall provide IGPA with a copy of any purchase order based on a IGPA 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 IGPA contract, or other payment arrangements negotiated between the Participating Entity and the IGPA 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. IGPA 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 IGPA 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,
1GPA, 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 1GPA vendor. Failure of the Participating Entity to secure performance from the 1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. 1GPA 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 1GPA contract that is binding on Participating Entity.

6. The Participating Entity may terminate this Agreement immediately, upon written notice, if 1GPA 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 1GPA.

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

| Name of Entity: Montgomery County Hospital District | Signature: [Handwritten] |
| Address: 1400 S Loop 336 W, Conroe, Texas, 77304 | Printed Name: Montgomery County Hospital District |
| Email: mmiller@mchd-tx.org | Title: Chief Operating Officer |

Date: 01/23/2019 Phone: (936) 523-1191

1GPA Signature:

Printed Name: Christy Knorr
Title: Vice President
Date: 01/17/2019

1GPA - 1910 W. Washington St. Phoenix, AZ 85009
P: 866/506-3893
F: 602/663-9515
E: admin@1GPA.org

1/23/2019 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
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
PLANNED MAINTENANCE AGREEMENT

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PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quotes 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 and Tenant, in whole or in part, and are binding on both the Tenant and the Customer. This Agreement shall be interpreted and construed in accordance with the laws of the State in which the Property is located.

1. SCOPE OF SERVICES. PERFORMANCE OF SERVICES. Customer shall perform the maintenance services to be performed under this Agreement in accordance with the Scope of Services set forth herein. Tenant shall carry out the work under the Scope of Services and shall execute the work in a workmanlike manner.

2. PAYMENT TERMS. If Tenant is a governmental entity, then the Tenant shall pay the full amount of the monthly fees due under this Agreement in accordance with the terms and conditions set forth herein. If Tenant is not a governmental entity, then the Tenant shall pay the full amount of the monthly fees due under this Agreement in accordance with the terms and conditions set forth herein.

3. DELAYS. Tenant shall not be liable for delays in performance of this Agreement caused by Tenant's failure to comply with the terms and conditions of this Agreement.

4. WARRANTIES. Tenant shall not be liable for any delays in performance of this Agreement caused by Tenant's failure to comply with the terms and conditions of this Agreement.

5. LIMITATIONS ON WARRANTIES AND REMEDIES. Tenant shall not be liable for any delays in performance of this Agreement caused by Tenant's failure to comply with the terms and conditions of this Agreement.

6. INSURANCE. Tenant shall, at all times, maintain insurance covering the Property, including but not limited to property insurance, liability insurance, and workers' compensation insurance.

7. CONFIDENTIALITY. Tenant shall not disclose any information received from the other party that is proprietary to the other party.

8. GOVERNING LAW. This Agreement shall be governed by the laws of the State in which the Property is located.

9. INDEMNITY. Each party shall defend, indemnify, and hold harmless the other party from any and all liabilities, damages, and expenses incurred as a result of any breach of this Agreement.
### PLANNED MAINTENANCE AGREEMENT

**Customer Address**

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 Information**

**Quote Date:** 02-NOV-18  
**Quote Expires:** 30-MAR-20  
**Quote Num:** 6091  
**Quoted By:** Tanner Krause  
**Quote Term:** 1 Year(s)

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PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreements Terms and Conditions, together with the Quote on the first page and the Scope of Services, are hereby referred to as the Agreement, and shall constitute the entire agreement between the parties identified in the Quote ("Contractor") and Customer ("Customer") with respect to the services described herein. The Services shall be performed in accordance with the terms and conditions set forth herein. All references to the parties shall be deemed to refer to the parties as identified in the Agreement, unless otherwise stated.

1. SCOPE OF SERVICES, PERFORMANCE OF SERVICES. Contractor shall perform the maintenance ("Services") on the equipment identified in the Scope, in accordance with the schedule specified in the Quote. The Services include the following: repair, maintenance, and replacement of the equipment as specified in the Scope. Contractor shall provide the Services in a safe and workable manner. Customer agrees to provide all necessary assistance to Contractor to perform the Services. Customer shall be responsible for ensuring that the Service is performed in a timely manner.

2. PAYMENT TERMS. If Customer has agreed to pay a fixed amount, Customer shall be responsible for paying all amounts due within 30 days of the receipt of an invoice. If a fixed amount is not agreed to, Customer shall be responsible for paying all amounts due within 30 days of the receipt of an invoice. Payment shall be made to the extent specified in the Quote. Customer shall not be entitled to any credit or discount unless otherwise agreed to in writing by Contractor.

3. DELAYS. Contractor shall not be liable for any delays in performance that result directly or indirectly from acts of God, war, fire, explosion, flood, force majeure, acts of government authority, or labor disputes.

4. WARRANTIES. Limited warranties apply to selected parts and components as defined by the equipment manufacturer. Customer acknowledges and agrees that all warranties for parts and accessories are at the sole discretion of the manufacturer. All Services shall be free from defects in materials and workmanship for a period of two (2) years after completion of Services. In the event of a warranty defect, Contractor shall, in its sole discretion, either repair or replace the defective parts or accessories. Contractor shall not be liable for any loss of profit, revenue, loss of data, or any other incidental or consequential damages. Customer acknowledges and agrees to these terms and conditions and shall not be entitled to any credit or discount unless otherwise agreed to in writing by Contractor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES. Customer hereby waives any and all rights, whether express or implied, in any implied warranty of merchantability or fitness for a particular purpose. The warranties set forth herein are limited to the extent that any claim or remedy may be limited by law. THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CONTRACTS, INDEMNITY, HEREDITARY, BREACH OF WARRANTY, BREACH OF RECEIPT, 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 Undersigned UNDER THIS AGREEMENT, WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT,

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its officers, directors, agents, and employees from and against any and all third-party losses, costs, liabilities, damages and expenses, including reasonable attorney and expert fees (collectively, "Indemnity Claims") that may arise in connection with any claim or suit, including any suit brought by any third party in connection with any claim or suit brought by any third party in connection with the performance or non-performance of the Agreement, the Services, or related documents. The indemnifying party shall hold harmless the indemnified party for any claims and expenses that may arise in connection with any claim or suit brought by any third party in connection with the performance or non-performance of the Agreement, the Services, or related documents.

7. CONFIDENTIALITY. Each party shall hold confidential any information received from the other that is not generally known to the public and that is of a confidential nature. Each party shall be responsible for ensuring that any employee or agent who has access to such confidential information agrees to be bound by the terms and conditions of this Agreement. Each party shall take all necessary steps to ensure compliance with this provision by its employees and agents.

8. GOVERNMENT 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 of law or conflict of law provision.

9. INSURANCE. Customer agrees to provide evidence of insurance coverage sufficient to protect the interests of both parties. Contractor shall not be responsible for any damage to the equipment that is not protected by insurance.

10. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party. The assignment of this Agreement shall be subject to the conditions and terms set forth in this Agreement.

11. INTELLECTUAL PROPERTY. All intellectual property rights related to this Agreement shall be owned by the party that created the work. Such rights may be transferred only with the prior written consent of the other party.

12. MISCELLANEOUS. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings. This Agreement may not be modified except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Indiana without giving effect to any choice of law or conflict of law provision.
# PLANNED MAINTENANCE AGREEMENT

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<th>Customer Address</th>
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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: ________________________ E-Mail: ________________________
Phone: ________________________

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.
PLANED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Planned Maintenance Agreement Terms and Conditions (the "Agreement") is entered into between the Owner of the Quirks (the "Customer") and the Service Provider (the "Provider") for the maintenance of the Quirks (the "Equipment") in accordance with the terms and conditions set forth herein. The Agreement shall be effective as of the date of execution and shall continue in effect until terminated by either party upon thirty (30) days written notice.

1. SCOPE OF SERVICES: PERFORMANCE OF SERVICES. Provider will perform the maintenance and repair services (the "Services") identified in Exhibit A, at the Equipment location, in accordance with the specifications provided by the Customer. The Services shall include regular inspections, cleaning, and minor repairs. Provider shall also provide emergency service at the Customer's request.

2. PAYMENT TERMS. Payment for the Services shall be based on the agreed-upon rates and terms set forth in the Agreement. Payment shall be due within thirty (30) days from the date of the invoice. Customer shall be responsible for all applicable taxes, fees, and other charges incurred in connection with the Services.

3. WARRANTIES. Provider warrants that the Services will be performed in a professional and workmanlike manner. The warranty period for the Services shall be one year from the date of the final inspection. Provider shall repair or replace any defective parts or components at no additional charge during the warranty period.

4. LIMITATIONS ON WARRANTIES AND REMEDIES. Provider disclaims all warranties, express or implied, to the fullest extent permitted by law. Provider shall not be liable for any indirect, incidental, special, or consequential damages in connection with the Services.

5. TERMINATION. The Customer may terminate this Agreement upon thirty (30) days written notice. Provider may terminate this Agreement if Customer fails to pay for the Services within thirty (30) days from the due date. In the event of termination, all unpaid invoices shall be immediately due and payable.

6. INSURANCE. Provider shall maintain insurance coverage adequate to cover the cost of any damage or loss resulting from the provision of the Services. Provider shall provide a certificate of insurance to the Customer upon request.

7. COMPLIANCE. Provider shall comply with all applicable laws, regulations, and ordinances in the performance of the Services. Provider shall maintain all necessary permits and licenses to perform the Services.

8. CONFIDENTIALITY. Provider shall keep all information regarding the Services confidential and shall not disclose such information to any third party without the written consent of the Customer.

9. INDEMNIFICATION. Provider shall indemnify and hold harmless the Customer and its employees, agents, and representatives from and against any and all claims, losses, damages, and expenses arising from the provision of the Services.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings. This Agreement may be amended by written agreement of the parties.

11. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without giving effect to any choice of law or conflict of law provisions.

13. ATTORNEY'S FEES. In the event of any legal action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

14. NO WAIVER. The failure of a party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. ACKNOWLEDGMENT. By signing and delivering this Agreement, the Customer acknowledges and agrees to all of the terms and conditions herein.
# PLANNED MAINTENANCE AGREEMENT

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- Standard Agreement Amount: $42,249.00
- Proposal Total: $42,249.00

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**Customer Approval**

Signature: [Signature]

Date: 1/30/2019

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**CUMMINS SOUTHERN PLAINS, LLC**

Signature: Tanner Krause

Date: 2/8/2019
PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quotation for the Scope of Services, are hereby referred to as this Agreement, and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Contractor 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: Contractor 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 Sheet" attached to the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Contractor shall provide the Services in a safe and workable manner. Contractor has licenses, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Contractors will provide the labor and tools necessary to perform the Services and shall keep Customers property free from all accumulation of waste materials caused by Contractors, equipment, or other parties.

Customer shall provide access to Contractor's site and arrange for all related services and utilities necessary for Contractor to perform the Services. During the performance of the Services, Customer shall fully and completely vacate all or any part of any facility where the Equipment is located for any and all entries in which an electrical service interruption might cause, including but not limited to injury to facility occupants, employees, or any third party, property damage or work interruptions 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 Contractors, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received within thirty days, in addition to any other rights Customer has under the law and which may be against Customer under statute (including attorney fees and costs of collection), Contractors may charge Customer interest at the rate of 18% annually, as the maximum interest allowed by law, on late payments. Payment shall be due in arrears of Customers date or have approved credit.

3. DELAYS: Contractors shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Contractors control, including but not limited to acts of God, accidents, fire, explosion, 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 manufacturers. 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 warranty defect in workmanship, Customers, obliigations shall be limited to repairing the defective workmanship. Contractors shall correct the non-conforming Services wherein (a) workmanship is not an acceptable guarantee in customer during the warranty period; (b) Customers receive written notice of the warranty defect within thirty (30) days following discovery by Customer; and (c) Customers have determined that the Services are non-conforming. Contractors consented to re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during corrections or re-performance of Services is warranted for the balance of the warranty period lasting from the original warranty period of such parts. The remedies set forth in this Section shall not be deemed to have failed of their essential purpose so long as Customers is willing to correct non-conforming Services or refund the purchase price thereof.

5. LIMITATIONS ON WARRANTIES AND REMEDIES: Contractors expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and warranty for fitness for a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Contractors. Customers shall not allow limitations on warranties, as these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY UNDER ANY AGREEMENT, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM QUEMOS, INDEMNITY HEREIN, BREACH OF AGREEMENT, BREACH OF WARRANTY, INFRINGEMENTS, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO THE AMOUNT NOT TO EXCEED TWO TIMES THE PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE REMEDY PROVIDED 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 DOWN-TIME, PROPERTY DAMAGE, LOST OF PROFIT OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, 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 CONTRACTORS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY: Each party shall indemnify and hold harmless the other party, its officers, directors, agents, employees, and customers from and against any and all third party losses, costs, liabilities, damages, and expenses, including reasonable attorney's and expert fees (collectively, "Losses") subject to the limitations on clauses and damages in Section 5, attributable to bodily injury or property damage up to the extent a conclusory determination that such Losses were directly caused by the negligence or willful misconduct of such party. The party seeking indemnification shall give written notice in the other party promptly upon learning of the event giving rise to such claim, provided that, however, that failure to provide such notice promptly shall relieve each indemnifying party of the obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel in good faith and manage the defense of a claim and any claim asserted thereof and shall keep the indemnified party advised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional 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, price, and the methods; (c) business processes and methods; (d) employee and supplier information; (e) specifications, and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to cause 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 of law 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 relating to or arising from this Agreement.

9. INSURANCE: Upon Customers request, Contractors will provide to Customer a Certificate of Insurance evidencing Contractors, relevant insurance coverage.

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

11. INTELLECTUAL PROPERTY: Any intellectual property rights covered by Contractors in the course of the performance of any Agreement or otherwise shall remain Contractor's property. Nothing in these conditions shall be deemed to grant Customer a license or any other rights to any way of the intellectual property rights of Contractors.

12. MISCELLANEOUS: Contractor shall be an independent contractor with respect to the Services performed under this Agreement. Neither party under this Agreement shall be in writing and be delivered personally, mailed the first class certified or registered mail, or by a nationally recognized express courier service to the address set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to receive performance by the other party of any provision hereof shall not in any way affect the right to require such performance at any time the other shall fulfill by a party of a breach of any of the provisions hereof constitutes 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.
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 RANDYS
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,
## CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

**Contract No.:** PE-05-17  
**Date Prepared:** 1/17/2019

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

<table>
<thead>
<tr>
<th>Buying Agency:</th>
<th>Montgomery County Hospital District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>Consolidated Traffic Controls, Inc.</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Justin Evans</td>
</tr>
<tr>
<td>Phone:</td>
<td>936-521-3500</td>
</tr>
<tr>
<td>Fax:</td>
<td>800-448-8841</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jevans@mche-tx.org">jevans@mche-tx.org</a></td>
</tr>
</tbody>
</table>

**Prepared By:** Mike Hancock  
**Phone:** 800-448-8850  
**Email:** mhancock@ctc-traffic.com

<table>
<thead>
<tr>
<th>Catalog / Price Sheet Name:</th>
<th>Traffic Control, Enforcement &amp; Signal Preemption Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Description of Product:</td>
<td>Traffic Control Equipment</td>
</tr>
</tbody>
</table>

### A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

<table>
<thead>
<tr>
<th>Line Number</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>110610-MM Model 754 Multimode Phase Selector</td>
<td>$2,795.00</td>
<td>$69,875.00</td>
</tr>
<tr>
<td>42</td>
<td>110603-MM Model 758 Auxiliary Panel</td>
<td>$395.00</td>
<td>$9,875.00</td>
</tr>
<tr>
<td>44</td>
<td>110611 3100 GPS Radio Unit (Main Mount)</td>
<td>$2,695.00</td>
<td>$67,375.00</td>
</tr>
<tr>
<td>87</td>
<td>110605A GPS Cable 500 ft Roll (Per Ft.)</td>
<td>$0.94</td>
<td>$6,110.00</td>
</tr>
<tr>
<td>92</td>
<td>201011 (hub) Mast Arm Mount (GPS)</td>
<td>$81.00</td>
<td>$2,025.00</td>
</tr>
<tr>
<td>94</td>
<td>100201 Model 380 Card Rack</td>
<td>$168.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>114</td>
<td>CT/CINSTALL GPS Opticom Intersection 5 hours $230 per hour</td>
<td>$1,150.00</td>
<td>$28,750.00</td>
</tr>
<tr>
<td>#REF!</td>
<td>CT/CINSTALL Driving Time One Man and Pickup Truck</td>
<td>$115.00</td>
<td>$2,875.00</td>
</tr>
<tr>
<td>#REF!</td>
<td>CT/CINSTALL Second Man (Include Both Drive and On Site time)</td>
<td>$75.00</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>#REF!</td>
<td>CT/CINSTALL Bucket Truck Upcharge (Include Both Drive and On Site Time)</td>
<td>$40.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Total From Other Sheets, If Any:** $193,960.00

**Subtotal A:** $193,960.00

### B. Unpublished Options, Accessory or Service Items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total From Other Sheets, If Any:** $-

**Subtotal B:** $-

**Check:** The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.  
For this transaction the percentage is: 0%

### C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal C:** $-

**Delivery Date:** 30 to 45 Days ARO

**D. Total Purchase Price (A+B+C):** $193,960.00
# XL-200 Portable, Full Spectrum Multiband, P25 Trunking, AES/DES - BLK-YEL, System

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

**Price Valid Until February 28, 2019.**  
Terms: Net 30 Days.  
Shipping: FOB Source, prepay and add to invoice.
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. (936) 539-7897
Conroe, Texas 77301 (281) 354-5511 ext 7897
Sincerely,

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,
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

Chief Financial Officer
Montgomery County Hospital District
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:

<table>
<thead>
<tr>
<th>Average Quarter End Book Value</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $20 million</td>
<td>0.080% (8 basis points)</td>
</tr>
<tr>
<td>Next $20 million</td>
<td>0.070% (7 basis points)</td>
</tr>
<tr>
<td>Investable Funds above $40 million</td>
<td>0.060% (6 basis points)</td>
</tr>
</tbody>
</table>

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.