

November 27, 2019

Ms. Karen Plummer
President, Board of Commissioners
Harris County Emergency Services District No. 11
c/o Radcliffe Bobbit Adams Polley PLLC
2929 Allen Parkway, Suite 3450
Houston TX 77019

RE: Proposed Terms Sheets

Dear Ms. Plummer:

CCEMS has reviewed ESD 11's proposed Term Sheet closely and in detail. We find it to be a marked and concerning departure from our past relationship with ESD 11 and a marked and concerning proposed departure from our relationship with the Service Area, which predates the formation of ESD 11 by several decades.

CCEMS is the gold standard for the delivery of pre-hospital emergency services. Not a single ESD 11 Board Member has the skill set or EMS experience to "manage" an organization as large, complex and professional as CCEMS. While the Term Sheet may be well intended, it is clear from a legal perspective that any number of terms, conditions, phrases and concepts have been inserted to maximize, if a given Commissioner were so inclined, opportunities to interfere with CCEMS' management and operations and to create pretexts to force a termination of the contract.

The Term Sheet is problematic for other reasons. Since the formation of ESD 11, our community has seen one hotly contested ESD 11 election after another. Rather than Commissioners being uniformly focused on providing a stable, sustainable and highest quality emergency medical service organization, we have seen and experienced a wide range of false allegations of misappropriation of funds, hiring of ghost employees and other absurd charges leveled by individual Commissioners, all of which have proven to be groundless, expensive and distracting.

In addition, various Commissioners have, in the past, demanded reports, actions, accountings, etc. accompanied with heavy-handed threats of non-payment or contract termination, none of which bore any rational relationship to CCEMS' daily tasks and mission. All of this occurs in the public domain. All of this becomes known to CCEMS employees, all of whom have families to support and who will not remain with a service whose political employer is constantly badgering and threatening CCEMS with termination

for nit-picking items that are, at best, tangentially related to CCEMS' core mission—a mission which no other EMS can come close to matching.

The District, and the community it serves, needs a professional, highly trained, effectively managed EMS that can offer long term, stable employment to the very best Paramedics and Field Supervisors. An EMS like CCEMS cannot be found on the internet, hired from an agency or formed overnight. CCEMS was decades in the making. The proposed Term Sheet treats CCEMS as if it were in its formational infancy, with minimal structure, organization, sense of purpose or mission. The Term Sheet, in many respects, adds no value and would distract from an already fully functional administrative and operational regime. If implemented, the Term Sheet would require a significant reworking of perfectly adequate, if not superior policies and procedures, for no apparent reason.

Being fully aware of the past ten years and the friction between CCEMS and certain Commissioners, CCEMS prepared and delivered to you its own term sheet and even a revised contract. Quality of service is paramount, political meddling is sharply curtailed. The relationship would be collegial not adversarial. Multiple, operationally relevant standards are imposed on both CCEMS and ESD 11. In theory, ESD 11, in CCEMS' absence, could hire a for-profit service with minimally qualified and supervised personnel. Our proposed contract requires CCEMS to consistently meet the highest standard of care with the best equipment. ESD 11 has had over a decade to see CCEMS in action and to satisfy itself that we do everything we are expected to do and we do it better than anyone else. Our proposal would bind us to continue in this vein AND it would also require ESD 11 to never let the standard of service to the community fall below the level CCEMS currently delivers. This prevents future political chicanery in which underqualified for-profits are used in place of true independent contractors who know what they are doing.

Our proposal recognizes that in any ongoing operation involving hundreds of field, administrative, medical and communications personnel and professionals, problems will arise, opinions will differ and matters of concern will need to be addressed. Our agreement provides a detailed and balanced framework for conflict resolution based on evidence, not political whim. For one thing, we specifically define the purpose of the agreement. We define "material" breaches and distinguish them from on-off operational errors. We contractually eliminate blustering threats of non-payment which jeopardize public safety and destroy morale. We provide a remedy for our mistakes that aren't promptly addressed and corrected that does not involve a major restructuring of our relationship with ESD 11.

CCEMS is anxious to meet with the ESD 11 Committee. We believe all such meetings and negotiations should be in public and fully transparent. We also believe at least one Public Workshop where the community can hear and understand these issues would be worthwhile.

Attached hereto is another copy of our proposed Term Sheet and our proposed form of Contract.

The sooner we can begin to address these vital issues, the better.

Yours very truly,

A handwritten signature in black ink, reading "Bradley J. England". The signature is written in a cursive style with a large, looping initial "B".

Bradley J. England
CCEMS Executive Director

cc: CCEMS Board Members