

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The special meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 3:00 p.m., October 6, 2026, 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 3:00 p.m.

2. Roll Call

Present

Bob Bagley
Adrian Kaiser
Charles Shirley
Kelly Inman
Tanya Peacock

Not Present

Jackie Williams
Robert Hudson

3. Convene into executive session pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:

- a. **In regards to section 551.074 of the Texas Government code to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee; and under 551.071 to receive legal advice, both regarding Randy Johnson, CEO employment and succession planning, Melissa, Miller, COO, Brett Allen, CFO and James Campbell, Chief of EMS. (Mr. Shirley, Chairman – MCHD Board)**

Mr. Shirley made a motion to convene into executive session at 3:01 p.m. pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:

- a. In regards to section 551.074 of the Texas Government code to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee; and under 551.071 to receive legal advice, both regarding Randy Johnson, CEO employment and succession planning, Melissa, Miller, COO, Brett Allen, CFO and James Campbell, Chief of EMS. (Mr. Shirley, Chairman – MCHD Board)

4. Reconvene into open session and take action, if necessary, on matters discussed in closed executive session. (Mr. Shirley, Chairman - MCHD Board)

The board reconvened into open session at 3:49 p.m.

Mr. Shirley directed legal counsel Art Aguilar to distribute letters to the CEO, COO, CFO, and EMS Chief, once again providing notice to the executive staff, on behalf of the Board, that their employment agreements will terminate at year-end and will not be extended, and that executive staff will return to at-will employment effective January 1, 2027.

Dr. Peacock made a motion for staff to use Search Solutions Group for a CEO search. Mr. Kaiser offered a second and motion unanimously.

5. Adjourn.

Meeting adjourned at 3:49 p.m.


Charles Shirley, Chairman



October 6, 2026

Randy Johnson
17 Botanical Vista
Tomball, TX 77375

RE: Clarification of September 23, 2026 Correspondence
Offer Letter for Position of Chief Executive Officer Effective January 1, 2027

Dear Randy,

Please allow this correspondence to supplement and clarify the September 23, 2026 correspondence from Art Aguilar, General Counsel for the Montgomery County Hospital District ("MCHD") in relation to the status of your employment with MCHD. The September 23rd correspondence represents written notice of non-renewal of your Employment Contract. The Board has confirmed the non-renewal of your Employment Contract and thus the Contract will expire as of December 31, 2026.

In light of the non-renewal of the Employment Contract, the Board has directed the Human Resources Department to provide you with the following Offer Letter for future employment with MCHD.

Effective January 1, 2027, MCHD is pleased to offer you the full-time position of Chief Executive Officer for MCHD with an annual base salary of \$267,800.00, paid in accordance with MCHD's standard payroll practices and subject to all applicable deductions and withholdings. In your capacity as Chief Executive Officer, you will perform duties and responsibilities that are reasonable and consistent with such position. You agree to devote your full business time, attention and best efforts to the performance of your duties in the furtherance of MCHD's interests.

Further effective January 1, 2027, your employment will be at-will, meaning that you or MCHD may terminate the employment relationship at any time, with or without cause, and with or without notice.





In addition, you will remain eligible to participate in MCHD's benefit plans and programs in effect from time to time, including but not limited to health, dental, vision, prescription drug coverage, group life, accidental death and dismemberment, TCDRS, and 457B.

Although your employment contract is not being renewed and you are transitioning to an at-will position, the personnel records will reflect that you have 14 years of service with MCHD based on your March 5, 2012 original hire date.

MCHD thanks you for your prior years of service and commitment to the District and looks forward to you continuing to provide your professional services to MCHD. If these at-will employment terms are acceptable to you, please sign below and return this letter to Emily Fitzgerald, Human Resources Manager within seven (7) calendar days.

Thank you.

Acceptance of Offer

I have read and understand all the terms of the offer of at-will employment effective January 1, 2027 as set forth in this letter and I accept each of those terms. I further understand that this letter is MCHD's complete offer of at-will employment to me and this letter supersedes all prior and contemporaneous understandings, agreements, and representations, both written and oral, with respect to my employment. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

Randy Johnson

Signed

Date





October 6, 2026

Melissa Miller
19 La Costa Dr.
Montgomery, TX 77356

RE: Clarification of September 23, 2026 Correspondence
Offer Letter for Position of Chief Operations Officer Effective January 1, 2027

Dear Melissa,

Please allow this correspondence to supplement and clarify the September 23, 2026 correspondence from Art Aguilar, General Counsel for the Montgomery County Hospital District ("MCHD") in relation to the status of your employment with MCHD. The September 23rd correspondence represents written notice of non-renewal of your Employment Contract. The Board has confirmed the non-renewal of your Employment Contract and thus the Contract will expire as of December 31, 2026.

In light of the non-renewal of the Employment Contract, the Board has directed the Human Resources Department to provide you with the following Offer Letter for future employment with MCHD.

Effective January 1, 2027, MCHD is pleased to offer you the full-time position of Chief Operations Officer for MCHD with an annual base salary of \$213,868.98, paid in accordance with MCHD's standard payroll practices and subject to all applicable deductions and withholdings. In your capacity as Chief Operations Officer, you will perform duties and responsibilities that are reasonable and consistent with such position. You agree to devote your full business time, attention and best efforts to the performance of your duties in the furtherance of MCHD's interests.

Further effective January 1, 2027, your employment will be at-will, meaning that you or MCHD may terminate the employment relationship at any time, with or without cause, and with or without notice.





In addition, you will remain eligible to participate in MCHD's benefit plans and programs in effect from time to time, including but not limited to health, dental, vision, prescription drug coverage, group life, accidental death and dismemberment, TCDRS, and 457B.

Although your employment contract is not being renewed and you are transitioning to an at-will position, the personnel records will reflect that you have 13 years of service with MCHD based on your April 3, 2013 original hire date.

MCHD thanks you for your prior years of service and commitment to the District and looks forward to you continuing to provide your professional services to MCHD. If these at-will employment terms are acceptable to you, please sign below and return this letter to Emily Fitzgerald, Human Resources Manager within seven (7) calendar days.

Thank you.

Acceptance of Offer

I have read and understand all the terms of the offer of at-will employment effective January 1, 2027 as set forth in this letter and I accept each of those terms. I further understand that this letter is MCHD's complete offer of at-will employment to me and this letter supersedes all prior and contemporaneous understandings, agreements, and representations, both written and oral, with respect to my employment. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

Melissa Miller

Signed

Date





October 6, 2026

Brett Allen
16011 Closewood Terrace Dr
Cypress, TX 77429

RE: Clarification of September 23, 2026 Correspondence
Offer Letter for Position of Chief Financial Officer Effective January 1, 2027

Dear Brett,

Please allow this correspondence to supplement and clarify the September 23, 2026 correspondence from Art Aguilar, General Counsel for the Montgomery County Hospital District ("MCHD") in relation to the status of your employment with MCHD. The September 23rd correspondence represents written notice of non-renewal of your Employment Contract. The Board has confirmed the non-renewal of your Employment Contract and thus the Contract will expire as of December 31, 2026.

In light of the non-renewal of the Employment Contract, the Board has directed the Human Resources Department to provide you with the following Offer Letter for future employment with MCHD.

Effective January 1, 2027, MCHD is pleased to offer you the full-time position of Chief Financial Officer for MCHD with an annual base salary of \$213,868.98, paid in accordance with MCHD's standard payroll practices and subject to all applicable deductions and withholdings. In your capacity as Chief Financial Officer, you will perform duties and responsibilities that are reasonable and consistent with such position. You agree to devote your full business time, attention and best efforts to the performance of your duties in the furtherance of MCHD's interests.

Further effective January 1, 2027, your employment will be at-will, meaning that you or MCHD may terminate the employment relationship at any time, with or without cause, and with or without notice.





In addition, you will remain eligible to participate in MCHD's benefit plans and programs in effect from time to time, including but not limited to health, dental, vision, prescription drug coverage, group life, accidental death and dismemberment, TCDRS, and 457B.

Although your employment contract is not being renewed and you are transitioning to an at-will position, the personnel records will reflect that you have 15 years of service with MCHD based on your May 2, 2011 original hire date.

MCHD thanks you for your prior years of service and commitment to the District and looks forward to you continuing to provide your professional services to MCHD. If these at-will employment terms are acceptable to you, please sign below and return this letter to Emily Fitzgerald, Human Resources Manager within seven (7) calendar days.

Thank you.

Acceptance of Offer

I have read and understand all the terms of the offer of at-will employment effective January 1, 2027 as set forth in this letter and I accept each of those terms. I further understand that this letter is MCHD's complete offer of at-will employment to me and this letter supersedes all prior and contemporaneous understandings, agreements, and representations, both written and oral, with respect to my employment. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

Brett Allen

Signed

Date





October 6, 2026

James Campbell
14135 Routt Forest Trail
Conroe, TX 77384

RE: Clarification of September 23, 2026 Correspondence
Offer Letter for Position of Chief of EMS Effective January 1, 2027

Dear James,

Please allow this correspondence to supplement and clarify the September 23, 2026 correspondence from Art Aguilar, General Counsel for the Montgomery County Hospital District ("MCHD") in relation to the status of your employment with MCHD. The September 23rd correspondence represents written notice of non-renewal of your Employment Contract. The Board has confirmed the non-renewal of your Employment Contract and thus the Contract will expire as of December 31, 2026.

In light of the non-renewal of the Employment Contract, the Board has directed the Human Resources Department to provide you with the following Offer Letter for future employment with MCHD.

Effective January 1, 2027, MCHD is pleased to offer you the full-time position of Chief of EMS for MCHD with an annual base salary of \$195,891.28, paid in accordance with MCHD's standard payroll practices and subject to all applicable deductions and withholdings. In your capacity as Chief of EMS, you will perform duties and responsibilities that are reasonable and consistent with such position. You agree to devote your full business time, attention and best efforts to the performance of your duties in the furtherance of MCHD's interests.

Further effective January 1, 2027, your employment will be at-will, meaning that you or MCHD may terminate the employment relationship at any time, with or without cause, and with or without notice.

In addition, you will remain eligible to participate in MCHD's benefit plans and programs in effect from time to time, including but not limited to health, dental, vision, prescription drug coverage, group life, accidental death and dismemberment, TCDRS, and 457B.





Although your employment contract is not being renewed and you are transitioning to an at-will position, the personnel records will reflect that you have 8 years of service with MCHD based on your June 4, 2018 original hire date.

MCHD thanks you for your prior years of service and commitment to the District and looks forward to you continuing to provide your professional services to MCHD. If these at-will employment terms are acceptable to you, please sign below and return this letter to Emily Fitzgerald, Human Resources Manager within seven (7) calendar days.

Thank you.

Acceptance of Offer

I have read and understand all the terms of the offer of at-will employment effective January 1, 2027 as set forth in this letter and I accept each of those terms. I further understand that this letter is MCHD's complete offer of at-will employment to me and this letter supersedes all prior and contemporaneous understandings, agreements, and representations, both written and oral, with respect to my employment. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

James Campbell

Signed

Date

