

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Special Meeting  
Tuesday, August 6, 2024 at 10:00 AM**

**AGENDA**

**1. WELCOME**

**2. ROLL CALL OF BOARD OF MANAGERS**

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

**3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:**

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

**4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST.** Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**5. WORKSHOP SESSION** - Workshop Session is an open meeting for the purposes of information gathering and discussion between the Board of Managers and staff on the Workshop's listed agenda item(s) without taking action on the listed item(s) during the Workshop. Public comment will not be accepted during the Workshop Session.

A. Draft Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025). 4

6. **PUBLIC COMMENT** - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

7. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. **Funding Request:**

1. Discuss and consider a funding request from Commissioner Joe A. Gonzalez for Colonia homeowner septic system inspections in Precinct 10
2. **(ACTION)**

B. **Fiscal Year 2025 Budget:**

1. Discuss and consider tentative approval of the Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025). **(ACTION)** 16

C. **Administrator's Actions:**

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

- a. Execution of Interlocal Agreement relating to participation in Nueces County's Employee Self-Funded Group Health Plan for the benefit of Hospital District employees. **(ACTION)** 19
- b. Execution of Personal Services Contracts for legislative services during the 89th Texas Legislative Session:
  1. Joel J. Romo; 20
  2. Patricia A. Shipton, and 34
  3. Luis J. Saenz. **(ACTION)** 48

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed

on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071, as applicable:

A. Consult with attorneys on matters relating to Interlocal Cooperation Agreements with Nueces County, and related matters.

B. Consult with attorneys on matters relating to participation in Nueces County's Employee Self-Funded Group Health Plan, and related matters.

**9. OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. **(ACTION AS NEEDED)**

**10. ADJOURN**

11. Public Notice Posting Receipt.

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**NUECES COUNTY HOSPITAL DISTRICT  
BUDGET - GENERAL FUND  
FOR THE YEAR ENDING SEPTEMBER 30, 2025**

TAX RATE: 0.087256 (No New Revenue Rate Estimate)

8/1/2024  
2:28 PM

	Column 1		Column 2		Column 3	Column 4		Column 5
	Fiscal 2025 Budget		Fiscal 2024 Budget		Budget 2025 vs. 2024	Fiscal 2024 Est. Actual		Est. Act vs F2025 Bud
Explanation								
<b>REVENUES</b>								
Property Taxes:								
1 Current	38,324,727	23.49%	37,202,546	24.26%	1,122,181	37,611,295	22.89%	713,432
2 Delinquent	412,094	0.25%	(0)	0.00%	412,094	143,262	0.09%	268,832
3 Penalties & Interest	383,247	0.23%	372,025	0.24%	11,222	347,645	0.21%	35,602
4 <b>Total Property Tax Revenue</b>	<b>39,120,068</b>	<b>23.98%</b>	<b>37,574,571</b>	<b>24.50%</b>	<b>1,545,496</b>	<b>38,102,202</b>	<b>23.19%</b>	<b>1,017,866</b>
5 Spohn Corporate Member Revenue	122,980,000	75.38%	114,750,000	74.83%	8,230,000	121,656,390	74.04%	1,323,610
6 Investment Income	886,950	0.54%	880,431	0.57%	6,519	3,905,961	2.38%	(3,019,011)
7 Other Income	150,000	0.09%	150,000	0.10%	0	656,465	0.40%	(506,465)
8 <b>Total Other Revenues</b>	<b>124,016,950</b>	<b>76.02%</b>	<b>115,780,431</b>	<b>75.50%</b>	<b>8,236,519</b>	<b>126,218,816</b>	<b>76.81%</b>	<b>(2,201,866)</b>
9 <b>TOTAL REVENUES</b>	<b>163,137,018</b>	<b>100%</b>	<b>153,355,003</b>	<b>100%</b>	<b>9,782,015</b>	<b>164,321,018</b>	<b>100%</b>	<b>(1,184,000)</b>
<b>OPERATING EXPENSES</b>								
10 Intergovernment Transfers	153,092,697	87.62%	118,786,712	80.48%	34,305,985	143,508,234	89.18%	9,584,463
11 County Healthcare Services	13,548,979	7.75%	12,614,778	8.55%	934,201	12,157,013	7.55%	1,391,966
12 Salaries	2,183,502	1.25%	1,857,125	1.26%	326,377	1,834,852	1.14%	348,650
13 Benefits	1,051,791	0.60%	819,007	0.55%	232,783	826,024	0.51%	225,767
14 Legal & Professional Fees	1,817,000	1.04%	1,169,000	0.79%	648,000	989,238	0.61%	827,762
15 Purchased Services	711,850	0.41%	624,650	0.42%	87,200	468,212	0.29%	243,638
16 Tax Assessor / Appraisal Collection Fees	815,000	0.47%	760,000	0.51%	55,000	739,740	0.46%	75,260
17 Supplies & Materials	24,000	0.01%	23,000	0.02%	1,000	20,401	0.01%	3,599
18 Rent & Leases	157,000	0.09%	152,000	0.10%	5,000	144,368	0.09%	12,632
19 Repairs & Maintenance	12,000	0.01%	10,000	0.01%	2,000	5,635	0.00%	6,365
20 Telephone & Utilities	59,500	0.03%	58,000	0.04%	1,500	48,517	0.03%	10,983
21 Insurance	45,000	0.03%	33,900	0.02%	11,100	27,881	0.02%	17,119
22 Administrative & General	975,000	0.56%	458,700	0.31%	516,300	108,923	0.07%	866,077
23 Capital Outlay	229,000	0.13%	10,224,000	6.93%	(9,995,000)	42,888	0.03%	186,112
24 Extraordinary	5,000	0.00%	5,000	0.00%	0	536	0.00%	4,464
25 <b>TOTAL EXPENDITURES</b>	<b>174,727,319</b>	<b>100%</b>	<b>147,595,872</b>	<b>100%</b>	<b>27,131,446</b>	<b>160,922,462</b>	<b>100%</b>	<b>13,804,857</b>
26 <b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES &amp; USES</b>	<b>(11,590,301)</b>		<b>5,759,130</b>		<b>(17,349,431)</b>	<b>3,398,556</b>		<b>(14,988,857)</b>
<b>NON-OPERATING SOURCES (USES)</b>								
27 Operating Transfer In (Tobacco Fund)	650,000		650,000		0	722,000		(72,000)
28 Operating Transfer Out (Indigent Care Fund)	0				0	0		0
29 <b>TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(10,940,301)</b>		<b>6,409,130</b>		<b>(17,349,431)</b>	<b>4,120,556</b>		<b>(15,060,857)</b>
30 <b>FUND BALANCE, BEGINNING OF PERIOD</b>	<b>57,335,474</b>		<b>44,527,271</b>			<b>53,214,918</b>		
31 <b>FUND BALANCE, END OF PERIOD</b>	<b>46,395,174</b>		<b>50,936,401</b>			<b>57,335,474</b>		
32 <b>FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)</b>	<b>27,944,571</b>		<b>26,010,390</b>			<b>26,935,474</b>		

NUECES COUNTY HOSPITAL DISTRICT  
CONSOLIDATED BUDGET - FOR THE GENERAL FUND, &  
SPECIAL REVENUE-TOBACCO & INDIGENT CARE FUNDS  
FOR THE YEAR ENDING SEPTEMBER 30, 2025

Tax Rate: 0.087256 (No-New-Revenue Estimate)

	Explanation	General Fund	Tobacco Fund	Indigent Care Fund	Total
	<b>REVENUES</b>				
1	Property Taxes	39,120,068	0	0	39,120,068
2	Spohn Corporate Member Revenue	122,980,000	0	0	122,980,000
3	Investment Income	886,950	0	904,206	1,791,157
4	Other Income	150,000	0	0	150,000
5	Tobacco Income	0	650,000	0	650,000
6	<b>TOTAL REVENUES</b>	<b>163,137,018</b>	<b>650,000</b>	<b>904,206</b>	<b>164,691,224</b>
	<b>OPERATING EXPENSES</b>				
7	Intergovernmental Transfers	153,092,697	0	0	153,092,697
8	County Healthcare Services	13,548,979	0	0	13,548,979
9	Salaries	2,183,502	0	0	2,183,502
10	Benefits	1,051,791	0	0	1,051,791
11	Legal & Professional Fees	1,817,000	0	12,000	1,829,000
12	Purchased Services	711,850	0	0	711,850
13	Tax Assessor / Appraisal Collection Fees	815,000	0	0	815,000
14	Supplies & Materials	24,000	0	0	24,000
15	Rent & Leases	157,000	0	0	157,000
16	Repairs & Maintenance	12,000	0	0	12,000
17	Telephone & Utilities	59,500	0	0	59,500
18	Insurance	45,000	0	0	45,000
19	Administrative & General	975,000	0	0	975,000
20	Capital Outlay	229,000	0	0	229,000
21	Extraordinary/Tax Refund	5,000	0	0	5,000
22	Debt Service	0	0	0	0
23	<b>TOTAL EXPENDITURES</b>	<b>174,727,319</b>	<b>0</b>	<b>12,000</b>	<b>174,739,319</b>
24	<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES &amp; USES</b>	<b>(11,590,301)</b>	<b>650,000</b>	<b>892,206</b>	<b>(10,048,094)</b>
	<b>NON-OPERATING SOURCES (USES)</b>				
25	Operating Transfers In	650,000	0	0	650,000
26	Operating Transfers Out	0	(650,000)	0	(650,000)
27	<b>TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(10,940,301)</b>	<b>0</b>	<b>892,206</b>	<b>(10,048,094)</b>
28	<b>FUND BALANCE, BEGINING OF PERIOD</b>	<b>57,335,474</b>	<b>0</b>	<b>59,216,907</b>	<b>116,552,381</b>
29	<b>FUND BALANCE, END OF PERIOD</b>	<b>46,395,174</b>	<b>0</b>	<b>60,109,113</b>	<b>106,504,287</b>
30	<b>FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)</b>	<b>27,944,571</b>	<b>0</b>	<b>60,109,113</b>	<b>88,053,684</b>

Nueces County Hospital District  
 County Healthcare Department Expenditures  
 FY2024 - FY2025

	<u>Program</u>	<u>Budget 2025</u>	<u>%</u>	<u>Budget 2024</u>	<u>Difference</u>
	<u>Mental Healthcare Services</u>				
1	a MHID (State Match Program)	969,129	7.2%	969,129	0
	b <u>MHID - Jail Programs</u>				
	Jail Diversion	450,000	3.3%	450,000	0
	CIT	1,131,000	8.3%	1,111,000	20,000
	MCOT	250,000	1.8%		
	Walk-in-Crisis	350,000	2.6%	550,000	(200,000)
	Jail Based Competency Restoration (JBCR)	119,000	0.9%	207,000	(88,001)
	Forensic ACT	250,000	1.8%	700,000	(450,000)
		<u>2,550,000</u>	<u>18.8%</u>	<u>3,018,000</u>	<u>(468,001)</u>
	Subtotal Mental Healthcare Services	<u>3,519,129</u>	<u>26.0%</u>	<u>3,987,129</u>	<u>(468,001)</u>
2	<u>Health Department (Operating Expenditures)</u>				
	Health Department/Vector Control - Accrued	2,000,000	14.8%	2,000,000	0
	Robstown Public Health Outreach	273,000	2.0%	273,000	
	Mobile Clinic	40,000	0.3%	40,000	0
		<u>2,313,000</u>	<u>17.1%</u>	<u>2,313,000</u>	<u>0</u>
3	Enviromental Health Contribution (1x)	1,000,000	7.4%	0	1,000,000
4	<u>Emergency Medical Services</u>	650,000		650,000	
	City of Robstown				
	Emergency Services District #1 (Annaville)				
	Emergency Services District #2 (Flour Bluff)				
	Emergency Services District #4 (Bluntzer)				
	Emergency Services District #6 (Bishop)				
		<u>650,000</u>	<u>4.8%</u>	<u>650,000</u>	<u>0</u>
5	<u>Juvenile Detention Center-Health Services</u>	474,000	3.5%	474,000	0
	Various Health-related Services				
6	<u>County Jail Healthcare Services</u>	5,202,850	38.4%	4,795,649	407,201
	Armor/Wexford Correctional Healthcare Services				
7a	Alcohol and Drug Rehabilitation Center (Cenikor)	60,000	0.4%	60,000	0
7b	Council on Alcohol & Drug Abuse	50,000	0.4%	50,000	0
8	County Juvenile and Adult Diabetes Program	50,000	0.4%	50,000	0
9	HALO-Flight Funding	15,000	0.1%	15,000	0
10	<u>Public Health Grants</u>				
	Coastal Bend Wellness Foundation	80,000	0.6%	85,000	(5,000)
	Amistad Community Health Center	85,000	0.6%	85,000	0
	Area Health Education Center (AHEC)	50,000	0.4%	50,000	0
		<u>215,000</u>	<u>1.6%</u>	<u>220,000</u>	<u>(5,000)</u>
	<b>TOTALS</b>	<b>13,548,979</b>	<b>100.0%</b>	<b>12,614,778</b>	<b>934,200</b>

## Proposed – FY 2024/2025 - Budget Planning Schedule

### **NO LATER THAN DATES**

April 12	Fri.	Auditor sends Budget Request Packets to Departments.
April 30	Fri.	Chief Appraiser provides preliminary estimate of taxable value.
May 10	Fri.	Budget Request Packets Due to Auditor
June 18	Tues.	Commissioners Court designates an officer or employee (often the-tax-assessor but not necessarily) to calculate the no-new-revenue tax rate (effective rate), the voter-approval tax rate (rollback rate) and the notice and hearing limit.
July 5	Fri.	72-hour notice for July Budget Workshop (July 9 & 10)
July 9	Tues.	Budget Workshop – Department Presentations (9:00 am)
July 10	Wed.	Budget Workshop – Department Presentations (9:00 am)
July 25	Thurs.	Deadline for Chief Appraiser to certify rolls to taxing units. Tax code 26.01 (a).
July 26	Fri.	Calculation of no-new revenue tax rate and voter-approval tax rate.
July 27	Sat.	Meeting with County Judge and County Auditor
Aug. 7	Wed.	Submission of no-new revenue tax rate; voter-approval tax rate, Schedules, & Fund Balances to Governing Body.
Aug. 9	Fri.	72-hour notice for Budget Workshop, August 12 <sup>th</sup> & 15 <sup>th</sup>
Aug. 12 & 15		Budget Workshop Tax Rate & Proposed Budget (9:00 am Monday & Thursday)
Aug. 16	Fri.	72-hour notice for August 21 <sup>st</sup> meeting
Aug. 21	Wed.	Meeting of governing body to discuss tax rate. If proposed tax rate will exceed the no-new revenue tax rate or voter-approval tax rate (whichever is lower), Commissioners Court must take record vote and schedule public hearing.
Aug. 23	Fri.	Give Written Notice of Salary and Personal Expenses to each Elected Official, LGC 152.013(c). Commissioners Court shall give written notice to each elected county and precinct officer of the officer's salary and expense allowance to be included in the budget before filing the annual budget.

Aug. 28	Wed.	“Notice of Tax Year 2025 Proposed Property Tax Rate” published in newspaper, advertised on TV and Web site at least 5 days before public hearing.
Aug. 30	Fri.	72-hour notice for September 4 <sup>th</sup> - Public Hearing on Tax Increase.
Sep. 1	Sun.	Publish Notice on Proposed Increase of Elected Officials’ Salaries, Expenses, or Allowances LGC 152.013(b). Commissioners Court must publish any salary, expense, or allowance that is proposed to be increased and the amount of the proposed increase. Publication must appear before the 10th day before the date of the hearing on the budget.
Sep. 1	Sun.	Publish Notice on Budget Hearing. LGC 111.038(c). Commissioners Court shall publish notice that it will consider the proposed budget on the date of the budget hearing. The notice must state the date, time, and location of the hearing. LGC 111.0385(b). Notice shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.
Sept. 4	Wed.	Public Hearing on Tax Increase. Schedule and announce meeting to adopt tax rate either the same day or no later than 7 days from this date.
Sept 6	Fri.	File Proposed Budget - LGC111.037 (a). - County Auditor files proposed budget with the County Clerk.
Sept. 6	Fri.	72-hour notice for Sept 11 <sup>th</sup> meeting at which the County will adopt tax rate and adopt the budget.
Sept. 11	Wed.	Meeting to adopt tax rate. Meeting must be no later than 7 days from public hearing on tax increase.
Sept. 11	Wed.	Public Hearing on and Adoption of Budget - LGC 111.038(b). - Commissioners Court shall hold the hearing on a day within ten (10) calendar days after the date the proposed budget is filed but before the last day of the first month of the fiscal year. LGC 111.039(a). - Commissioners Court shall take action by record vote on the proposed budget at the conclusion of the public hearing.
Sept. 12	Thurs.	Tax Assessor-Collector deadline for Commissioners Court to provide rate to be included in tax notices that are mailed out October 1st.
Oct. 25	Fri.	File Approved Budget with Officers - LGC 111.040. On final approval, the Commissioners Court shall file a copy of the budget with the County Auditor and County Clerk.

# 2025 Tax Planning Calendar

**April 1, 2024** Mailing of notices of appraised value by chief appraiser.

**May 15, 2024** Deadline for submitting appraisal records to ARB.

**July 20, 2024** Deadline for ARB to approve appraisal records.

**July 25, 2024** Deadline for chief appraiser to certify rolls to taxing units.

**August 7, 2024** Calculation of effective and rollback tax rates.

**August 7, 2024** Appraisal District sends out notice and publishes database according to Sec. 26.04.

[Aug 16, 2024](#) 72-hours' notice for public hearing (Open Meetings Notice).

[Aug 21, 2024](#) Meeting of governing body to discuss tax rate; if proposed tax rate will exceed the voter approval rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.

[Aug 28, 2024](#) Notice according to Sec. 26.052, 26.06, 26.061, 26.062, 26.063, or 26.064 published in newspaper and on website (must be published on TV if available) (Must be published by August 18th if exceeding VAR).

[Aug 30, 2024](#) 72-hours notice for public hearing (Open Meetings Notice).

[Sept 4, 2024](#) Public hearing, must be at least 5 days after notice in paper and on website, and at least 5 days after Appraisal District Notice (not necessary for small taxing units \$0.50 or less and levy of \$500,000 or less)

[Sept 11, 2024](#) Meeting to adopt tax rate. Maybe held directly after public hearing, but no more than 7 days later (Must be adopted by August 23rd if exceeding Voter Approval Rate (VAR) - 71 days before November Election).

[Sept 12, 2024](#) Tax Assessor-Collector deadline for Commissioners Court to Provide rate to be included in tax notices that are mailed out October 1st, 2024.



**JOE A. GONZALEZ**  
COUNTY COMMISSIONER (JAG) PCT. 2

SANDRA SANTOS  
ADMINISTRATIVE ASSISTANT

NUECES COUNTY COURTHOUSE  
901 LEOPARD STREET, SUITE 303.07  
CORPUS CHRISTI, TX 78401-3689  
(361) 888-0296 • FAX: (361) 888-0239

July 3, 2024

Mr. John E. Valls, Chairman  
and Commissioners  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, Texas 78478

RECEIVED  
JUL 05 2024  
NCHD-ADMINISTRATION

Dear Mr. Valls and Commissioners,

Nueces County is currently embarking on a health, safety and ecosystem mitigation program and is requesting funding assistance. I am currently working on mitigating current deficient septic systems in Nueces County Pct 2 Colonias.

Current research shows that a significant percentage of existing septic systems in colonias are not permitted through Nueces County and/or City of Corpus Christi Health Department. A deficient septic system releases hazardous human waste that conveys via storm water runoff and causes bacterial contamination and illnesses to both humans and animals. Furthermore, this contamination is detrimental to the condition of our bays. (Refer to the attached documentation)

This project will offer free of charge septic system inspections, pump outs, repairs and/or replacement if required. The project is open to homeowners living in Colonia communities located in Nueces County Pct 2. The project outcome will yield properly designed and permitted septic systems, construction, and maintenance in accordance with Texas Commission on Environmental Quality (TCEQ) regulations for Onsite Sewage Facilities (OSSF's).

In conclusion, this project will mitigate health hazards and life safety issues currently present in these colonias by ensuring the septic systems follow state regulations. It will not only improve the residents' quality of life but will aid the health and ecosystem restoration of our creeks, Petronila and Oso Bay, which are of extreme importance to our community.

Nueces County Precinct 2 current investment in this project consists of approximately 2 million. I would humbly request the Hospital District for a match in the amount of 1 million to further continue this project to reach as many households as possible. This request is not a want but a need that will benefit Nueces County and our bays. Your consideration is greatly appreciated.

Respectfully,

  
Joe A. Gonzalez (JAG)  
Nueces County Commissioner Pct 2

xc: Mr. Jonny Hipp ✓  
Nueces County Hospital District Administrator



## Section 319

# NONPOINT SOURCE PROGRAM SUCCESS STORY

# Texas

## Adopting Conservation Tillage and Repairing Septic Systems Improves Water Quality in Oso Bay

### Waterbodies Improved

Low levels of dissolved oxygen (DO) in Texas' Oso Bay caused by high nutrient and organic loading prompted the Texas Commission on Environmental Quality (TCEQ) to add the bay to the Clean Water Act (CWA) section 303(d) list of impaired waters for failure to support its aquatic life designated use. Extensive implementation of cropland best management practices (BMPs), repair and replacement of failing septic systems, trash cleanups, and education and outreach took place in the watershed and around the bay, leading to decreased nutrient and organic loading and higher DO levels in the bay. As a result, in 2010 TCEQ removed Upper and Lower Oso Bay (segments 2485\_01 and 2485\_03, respectively) from the CWA section 303(d) list.

### Problem

The combined watersheds of Oso Creek and Oso Bay drain an area of approximately 235 square miles in Nueces County, Texas (Figure 1). Oso Bay is a shallow tertiary bay of about 2,963 acres that empties into Corpus Christi Bay. The watershed is dominated by cropland in the western portion and developed residential areas in the eastern portion. Other activities in the watershed include petroleum exploration and refining, manufacturing, and tourism.

Oso Bay is classified as having an *exceptional aquatic life* designated use. To meet state water quality standards, the bay must maintain a 24-hour average for DO above 5.0 milligrams per liter (mg/L), and the daily minimum grab sample may not be below 4.0 mg/L. Portions of Oso Bay were first placed on the CWA section 303(d) list in 1996 for failing to meet the state's DO criteria. Water quality sampling conducted by Texas A&M University-Corpus Christi in 2001 indicated that the lowest recorded DO values in the bay were 1.9 mg/L (in segment 2485\_01) and 0.45 mg/L (in segment 2485\_03). On the basis of these and other similar data, TCEQ added the entire bay to the CWA section 303(d) list for low DO in 2004.

Low DO levels can be caused by elevated nutrient levels, which result in algal blooms and other oxygen-demanding materials decomposing in water. Litter, failing septic systems, and runoff from cropland and urban areas were identified as potential sources of nonpoint source pollution contributing to Oso Bay's impairment.

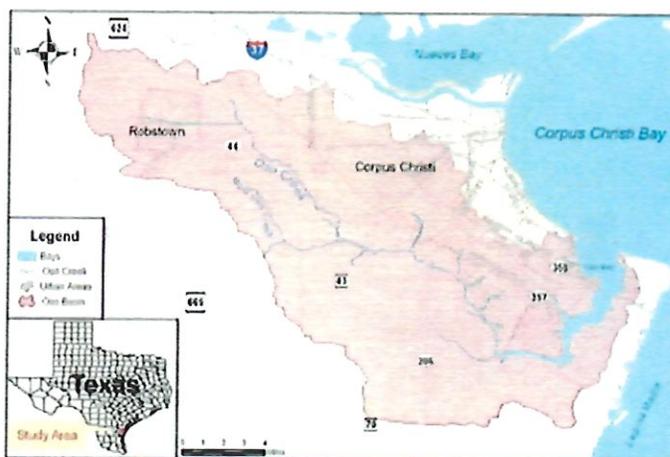


Figure 1. Oso Creek and Oso Bay are in southeast Texas.

### Project Highlights

In September 2002 the Texas State Soil and Water Conservation Board (TSSWCB) partnered with the Nueces Soil and Water Conservation District (SWCD) and local landowners to voluntarily implement BMPs on agricultural land in the Oso Bay watershed. Conservation tillage (Figure 2) was one of the main practices used to reduce soil erosion. Through this effort, 56 water quality management plans were developed and implemented on 14,501 acres. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) also developed conservation plans on more than 35,000 acres of agricultural land in the watershed. Education and outreach were provided by the SWCD, TSSWCB, and NRCS through technical assistance to the landowners.



Figure 2. Landowners adopted conservation tillage in the Oso Bay watershed.

TSSWCB also partnered with Texas A&M AgriLife Research and the U.S. Geological Survey to collect and analyze water quality data in the watershed's agricultural areas. These data were collected pre-and post-implementation to determine the effectiveness of BMPs. **The Coastal Bend Bays and Estuaries Program, Nueces County, and TCEQ partnered to repair, replace, or install septic systems in the watershed from 2007 to 2009. The primary area of focus was Tierra Grande colonia (an unincorporated subdivision) and nearby households. Partners helped to install 21 new septic systems on properties with no existing systems or with failed systems. Additionally, 10 systems that were not functioning at optimal capacity were repaired.**

The Coastal Bend Council of Governments partnered with Nueces County, Texas A&M–Corpus Christi, and TCEQ Region 14 to address illegal dumping. As part of an education campaign about illegal dumping, the partners conducted 97 presentations at local schools and community events from 2006 through 2010. In addition, three public service announcements were aired over a six-month period in 2006. The partners also performed litter cleanups, including two events (November 6, 2009, and July 23, 2010) at the State Highway 348 bridge over Oso Bay. The cleanup efforts removed more than four tons of trash and debris. The partners installed four trash cans along the bridge to encourage proper trash disposal. An additional cleanup was conducted in the Tierra Grande colonia on November 3, 2007.

## Results

Water quality monitoring data that were assessed for the 2010 Texas Integrated Report and CWA section 303(d) list showed that the daily minimum sample and 24-hour average for DO levels in and Lower Oso Bay (Figure 3) complied with state's water quality standards. As a result, T removed the Upper and Lower Oso Bay segment from the state's CWA section 303(d) list of waters for DO. The success of this effort is attributed to the voluntary implementation of BMP by landowners and the use of education and outreach through technical assistance. Landowners continued to implement agricultural BMPs with assistance from TSSWCB, Nueces SWCD, and NRCS during the assessment period, along with continued sediment implementation, trash cleanup, and outreach.

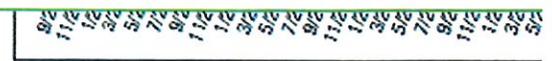


Figure 3. Twenty-four-hour DO monitoring data improved DO levels in Lower Oso Bay.

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## Partners and Funding

Over \$761,100 in CWA section 319 funds and \$27,700 in state funds from TSSWCB, paired with over \$385,600 in non-federal matching funds from Texas A&M AgriLife Research and local landowners, supported efforts to collect and analyze water samples and provide technical and financial assistance for voluntary BMP implementation by agricultural producers in the Oso Bay watershed. Additionally, NRCS provided over \$90,900 in Bill funding for technical and financial assistance to develop watershed conservation plans.

**More than \$180,000 in CWA section 319 funds from TCEQ, combined with \$120,000 in non-federal matching funds from the Coastal Bend Bays and Estuaries Program, the Coastal Bend Council of Governments, and Nueces County, was used to install, replace, or repair septic systems, perform litter cleanups, and provide outreach and education in the Oso Bay watershed.**

## For additional information contact:

**Brian Koch**  
Texas State Soil and Water Conservation Board  
979-532-9496 • [bkoch@tsswcb.texas.gov](mailto:bkoch@tsswcb.texas.gov)

**Tim Cawthon**  
Texas Commission on Environmental Quality



U.S. Environmental Protection Agency  
Office of Water  
Washington, DC

EPA 841-F-14-001HH  
June 2014



Figure 2. Landowners adopted conservation tillage in the Oso Bay watershed.

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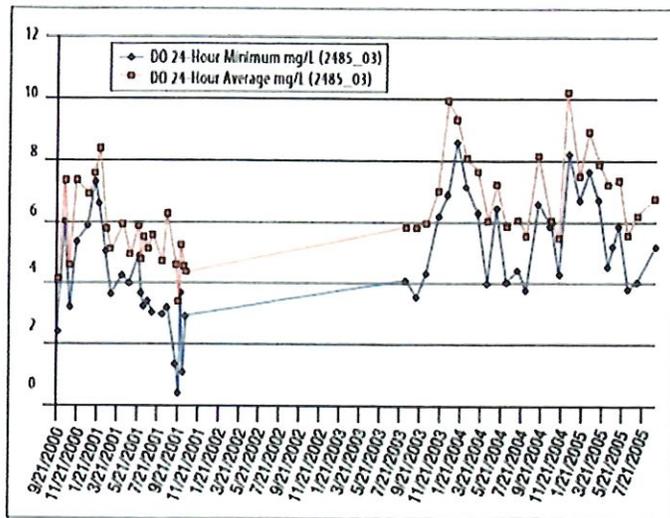


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## Partners and Funding

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U.S. Environmental Protection Agency  
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## For additional information contact:

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**Tim Cawthon**  
Texas Commission on Environmental Quality  
512-239-0845 • [tim.cawthon@tceq.texas.gov](mailto:tim.cawthon@tceq.texas.gov)



Joe A. Gonzalez  
County Commissioner, Precinct 2  
Nueces County Courthouse  
Sandra Santos  
Administrative Assistant

June 17, 2024

Letter and application to be mailed to residents in the Tierra Grande, San Petronila Estates 1 & 2 and Belk Lane in Commissioner Pct 2 areas. Not sure how far our funding will go but will try to repair or replace as many septic systems as possible.

COPY

Dear Resident:

Nueces County has received State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). These funds allow us to improve improperly functioning septic systems that need repair or replacement in the colonia community. An improperly functioning septic system may release bacteria into the ground and surface water causing bacterial contamination and possible illnesses to both humans and animals.

If you wish to be considered for the replacement or repair of your septic system, I have included an application for your consideration. The application needs to be returned to our office no later than July 30, 2024, for evaluation and requirements of federal rules and county policies for this project.

Original applications need to be fully completed and returned via mail to be considered. Copies, faxes or emails will not be considered. A self-addressed, stamped envelope has been provided for your convenience.

Once the applications have been reviewed, a follow up letter will be sent notifying you if your application has been approved.

This is a public improvement project that will benefit the health and safety of local residents and your cooperation is appreciated. If you should have any questions, please contact my office at (361) 888-0296.

*Para explicar en español, por favor llama Sandra Santos (361) 888-0296.*

Sincerely,

A handwritten signature in black ink, appearing to read "Joe A. Gonzalez".

Joe A. Gonzalez  
County Commissioner, Pct 2

NUECES COUNTY ID#: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ SCORE: \_\_\_\_\_  
 COLONIA ID OR M NUMBER: \_\_\_\_\_ NC PRECINCT: \_\_\_\_\_

**EXHIBIT A**

<b>HOMEOWNER APPLICATION</b>		<b>NUECES COUNTY Colonias Septic System Improvements Project</b>	
Name of Applicant: _____	Home Phone: _____		
Mailing Address: _____	Other Phone: _____		
City, State: _____	Zip Code: _____		
County: _____	Email Address: _____		
<i>If the mailing address is a post office box, complete the section below for physical location:</i>			
Physical Address: _____	City, State, Zip: _____		
Is the property located within a Nueces County Colonia? Subdivision/ Colonia name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b> <b>No</b>
Do you own the property where the septic system is located?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the applicant live at the physical address where the septic tank is in need of repair or replacement?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the property occupied for the majority of the year (>51% of the time)?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>If you answered NO to any of the above questions, do not proceed with this application. Only septic systems attached to a non-seasonal residence within the Nueces County Colonias Septic System Improvement Project Areas qualify for this program.</b>			
How long have you owned this property? _____ Years _____ Months	<input type="checkbox"/>	<input type="checkbox"/>	
Will the septic system be repaired or installed at the above physical address?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you currently have electricity in the home? If NO, state the reason you do not have electric services: _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>*The septic systems need electricity to operate. Nueces County is not responsible for providing electricity to the applicant address.</b>			
Is there a well located on the property? If YES, is the well currently used as a water source? _____	<input type="checkbox"/>	<input type="checkbox"/>	
Number of Bedrooms: _____ Number of Occupants: _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>INCOME – ELLIGIBLE PROPERTIES SHOULD HAVE NO MORE THAN A TOTAL HOUSEHOLD INCOME OF \$75,000 FOR A FAMILY OF AT LEAST 3 MEMBERS.</b>			
Total Household Income: _____			
<b>CURRENT SEPTIC SYSTEM CONDITION</b>			
Is there currently a septic system on the property?	<input type="checkbox"/>	<input type="checkbox"/>	
If you answered YES, please complete the following to the best of your knowledge. Describe the current system at your address. (If it is unknown, simply write "unknown".)			
Year installed: _____ Type of System: _____ Size of tank: _____ Concrete <input type="checkbox"/> Metal <input type="checkbox"/> Other <input type="checkbox"/>			
Date of last pumpout or inspection: _____			
Do you currently have a contract with a licensed Maintenance Provider? Provider: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Has the current system been deemed as failing or in need of repair by a licensed installer? In need of repair <input type="checkbox"/> or replacement <input type="checkbox"/> (please check one)	<input type="checkbox"/>	<input type="checkbox"/>	
Name of licensed installer: _____			
Additional Information (continue on back if necessary): _____ _____ _____ _____			
Describe the extent of failure, including the length of time the system has been failing, for example: poor drainage, foul odors, water backing up in the toilet, saturated yard, alarms, etc. (continue on the back if necessary). _____ _____ _____			
<b>*Those residents included in CDBG Mit funded projects will not be considered for this project at this time. Funding for CDBG Mit projects has already been allocated and construction, if awarded, will take place at a later date - to be determined.</b>			
Have you already applied for septic system assistance under another program? Program name: _____	<input type="checkbox"/>	<input type="checkbox"/>	

NUECES COUNTY HOSPITAL DISTRICT  
 BUDGET - GENERAL FUND  
 FOR THE YEAR ENDING SEPTEMBER 30, 2025

TAX RATE: 0.087256 (No New Revenue Rate Estimate)

8/1/2024  
 2:28 PM

	Column 1		Column 2		Column 3	Column 4		Column 5
	Fiscal 2025 Budget		Fiscal 2024 Budget		Budget 2025 vs. 2024	Fiscal 2024 Est. Actual		Est. Act vs F2025 Bud
Explanation								
<b>REVENUES</b>								
Property Taxes:								
1 Current	38,324,727	23.49%	37,202,546	24.26%	1,122,181	37,611,295	22.89%	713,432
2 Delinquent	412,094	0.25%	(0)	0.00%	412,094	143,262	0.09%	268,832
3 Penalties & Interest	383,247	0.23%	372,025	0.24%	11,222	347,645	0.21%	35,602
4 <b>Total Property Tax Revenue</b>	<b>39,120,068</b>	<b>23.98%</b>	<b>37,574,571</b>	<b>24.50%</b>	<b>1,545,496</b>	<b>38,102,202</b>	<b>23.19%</b>	<b>1,017,866</b>
5 Spohn Corporate Member Revenue	122,980,000	75.38%	114,750,000	74.83%	8,230,000	121,656,390	74.04%	1,323,610
6 Investment Income	886,950	0.54%	880,431	0.57%	6,519	3,905,961	2.38%	(3,019,011)
7 Other Income	150,000	0.09%	150,000	0.10%	0	656,465	0.40%	(506,465)
8 <b>Total Other Revenues</b>	<b>124,016,950</b>	<b>76.02%</b>	<b>115,780,431</b>	<b>75.50%</b>	<b>8,236,519</b>	<b>126,218,816</b>	<b>76.81%</b>	<b>(2,201,866)</b>
9 <b>TOTAL REVENUES</b>	<b>163,137,018</b>	<b>100%</b>	<b>153,355,003</b>	<b>100%</b>	<b>9,782,015</b>	<b>164,321,018</b>	<b>100%</b>	<b>(1,184,000)</b>
<b>OPERATING EXPENSES</b>								
10 Intergovernment Transfers	153,092,697	87.62%	118,786,712	80.48%	34,305,985	143,508,234	89.18%	9,584,463
11 County Healthcare Services	13,548,979	7.75%	12,614,778	8.55%	934,201	12,157,013	7.55%	1,391,966
12 Salaries	2,183,502	1.25%	1,857,125	1.26%	326,377	1,834,852	1.14%	348,650
13 Benefits	1,051,791	0.60%	819,007	0.55%	232,783	826,024	0.51%	225,767
14 Legal & Professional Fees	1,817,000	1.04%	1,169,000	0.79%	648,000	989,238	0.61%	827,762
15 Purchased Services	711,850	0.41%	624,650	0.42%	87,200	468,212	0.29%	243,638
16 Tax Assessor / Appraisal Collection Fees	815,000	0.47%	760,000	0.51%	55,000	739,740	0.46%	75,260
17 Supplies & Materials	24,000	0.01%	23,000	0.02%	1,000	20,401	0.01%	3,599
18 Rent & Leases	157,000	0.09%	152,000	0.10%	5,000	144,368	0.09%	12,632
19 Repairs & Maintenance	12,000	0.01%	10,000	0.01%	2,000	5,635	0.00%	6,365
20 Telephone & Utilities	59,500	0.03%	58,000	0.04%	1,500	48,517	0.03%	10,983
21 Insurance	45,000	0.03%	33,900	0.02%	11,100	27,881	0.02%	17,119
22 Administrative & General	975,000	0.56%	458,700	0.31%	516,300	108,923	0.07%	866,077
23 Capital Outlay	229,000	0.13%	10,224,000	6.93%	(9,995,000)	42,888	0.03%	186,112
24 Extraordinary	5,000	0.00%	5,000	0.00%	0	536	0.00%	4,464
25 <b>TOTAL EXPENDITURES</b>	<b>174,727,319</b>	<b>100%</b>	<b>147,595,872</b>	<b>100%</b>	<b>27,131,446</b>	<b>160,922,462</b>	<b>100%</b>	<b>13,804,857</b>
26 <b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES &amp; USES</b>	<b>(11,590,301)</b>		<b>5,759,130</b>		<b>(17,349,431)</b>	<b>3,398,556</b>		<b>(14,988,857)</b>
<b>NON-OPERATING SOURCES (USES)</b>								
27 Operating Transfer In (Tobacco Fund)	650,000		650,000		0	722,000		(72,000)
28 Operating Transfer Out (Indigent Care Fund)	0				0	0		0
29 <b>TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(10,940,301)</b>		<b>6,409,130</b>		<b>(17,349,431)</b>	<b>4,120,556</b>		<b>(15,060,857)</b>
30 <b>FUND BALANCE, BEGINNING OF PERIOD</b>	<b>57,335,474</b>		<b>44,527,271</b>			<b>53,214,918</b>		
31 <b>FUND BALANCE, END OF PERIOD</b>	<b>46,395,174</b>		<b>50,936,401</b>			<b>57,335,474</b>		
32 <b>FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)</b>	<b>27,944,571</b>		<b>26,010,390</b>			<b>26,935,474</b>		

NUECES COUNTY HOSPITAL DISTRICT  
CONSOLIDATED BUDGET - FOR THE GENERAL FUND, &  
SPECIAL REVENUE-TOBACCO & INDIGENT CARE FUNDS  
FOR THE YEAR ENDING SEPTEMBER 30, 2025

Tax Rate: 0.087256 (No-New-Revenue Estimate)

	Explanation	General Fund	Tobacco Fund	Indigent Care Fund	Total
	<b>REVENUES</b>				
1	Property Taxes	39,120,068	0	0	39,120,068
2	Spohn Corporate Member Revenue	122,980,000	0	0	122,980,000
3	Investment Income	886,950	0	904,206	1,791,157
4	Other Income	150,000	0	0	150,000
5	Tobacco Income	0	650,000	0	650,000
6	<b>TOTAL REVENUES</b>	<b>163,137,018</b>	<b>650,000</b>	<b>904,206</b>	<b>164,691,224</b>
	<b>OPERATING EXPENSES</b>				
7	Intergovernmental Transfers	153,092,697	0	0	153,092,697
8	County Healthcare Services	13,548,979	0	0	13,548,979
9	Salaries	2,183,502	0	0	2,183,502
10	Benefits	1,051,791	0	0	1,051,791
11	Legal & Professional Fees	1,817,000	0	12,000	1,829,000
12	Purchased Services	711,850	0	0	711,850
13	Tax Assessor / Appraisal Collection Fees	815,000	0	0	815,000
14	Supplies & Materials	24,000	0	0	24,000
15	Rent & Leases	157,000	0	0	157,000
16	Repairs & Maintenance	12,000	0	0	12,000
17	Telephone & Utilities	59,500	0	0	59,500
18	Insurance	45,000	0	0	45,000
19	Administrative & General	975,000	0	0	975,000
20	Capital Outlay	229,000	0	0	229,000
21	Extraordinary/Tax Refund	5,000	0	0	5,000
22	Debt Service	0	0	0	0
23	<b>TOTAL EXPENDITURES</b>	<b>174,727,319</b>	<b>0</b>	<b>12,000</b>	<b>174,739,319</b>
24	<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES &amp; USES</b>	<b>(11,590,301)</b>	<b>650,000</b>	<b>892,206</b>	<b>(10,048,094)</b>
	<b>NON-OPERATING SOURCES (USES)</b>				
25	Operating Transfers In	650,000	0	0	650,000
26	Operating Transfers Out	0	(650,000)	0	(650,000)
27	<b>TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(10,940,301)</b>	<b>0</b>	<b>892,206</b>	<b>(10,048,094)</b>
28	<b>FUND BALANCE, BEGINING OF PERIOD</b>	<b>57,335,474</b>	<b>0</b>	<b>59,216,907</b>	<b>116,552,381</b>
29	<b>FUND BALANCE, END OF PERIOD</b>	<b>46,395,174</b>	<b>0</b>	<b>60,109,113</b>	<b>106,504,287</b>
30	<b>FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)</b>	<b>27,944,571</b>	<b>0</b>	<b>60,109,113</b>	<b>88,053,684</b>

Nueces County Hospital District  
 County Healthcare Department Expenditures  
 FY2024 - FY2025

	<u>Program</u>	<u>Budget 2025</u>	<u>%</u>	<u>Budget 2024</u>	<u>Difference</u>
	<u>Mental Healthcare Services</u>				
1	a MHID (State Match Program)	969,129	7.2%	969,129	0
	b <u>MHID - Jail Programs</u>				
	Jail Diversion	450,000	3.3%	450,000	0
	CIT	1,131,000	8.3%	1,111,000	20,000
	MCOT	250,000	1.8%		
	Walk-in-Crisis	350,000	2.6%	550,000	(200,000)
	Jail Based Competency Restoration (JBCR)	119,000	0.9%	207,000	(88,001)
	Forensic ACT	250,000	1.8%	700,000	(450,000)
		<u>2,550,000</u>	<u>18.8%</u>	<u>3,018,000</u>	<u>(468,001)</u>
	Subtotal Mental Healthcare Services	<u>3,519,129</u>	<u>26.0%</u>	<u>3,987,129</u>	<u>(468,001)</u>
2	<u>Health Department (Operating Expenditures)</u>				
	Health Department/Vector Control - Accrued	2,000,000	14.8%	2,000,000	0
	Robstown Public Health Outreach	273,000	2.0%	273,000	
	Mobile Clinic	40,000	0.3%	40,000	0
		<u>2,313,000</u>	<u>17.1%</u>	<u>2,313,000</u>	<u>0</u>
3	Enviromental Health Contribution (1x)	1,000,000	7.4%	0	1,000,000
4	<u>Emergency Medical Services</u>	650,000		650,000	
	City of Robstown				
	Emergency Services District #1 (Annaville)				
	Emergency Services District #2 (Flour Bluff)				
	Emergency Services District #4 (Bluntzer)				
	Emergency Services District #6 (Bishop)				
		<u>650,000</u>	<u>4.8%</u>	<u>650,000</u>	<u>0</u>
5	<u>Juvenile Detention Center-Health Services</u>	474,000	3.5%	474,000	0
	Various Health-related Services				
6	<u>County Jail Healthcare Services</u>	5,202,850	38.4%	4,795,649	407,201
	Armor/Wexford Correctional Healthcare Services				
7a	Alcohol and Drug Rehabilitation Center (Cenikor)	60,000	0.4%	60,000	0
7b	Council on Alcohol & Drug Abuse	50,000	0.4%	50,000	0
8	County Juvenile and Adult Diabetes Program	50,000	0.4%	50,000	0
9	HALO-Flight Funding	15,000	0.1%	15,000	0
10	<u>Public Health Grants</u>				
	Coastal Bend Wellness Foundation	80,000	0.6%	85,000	(5,000)
	Amistad Community Health Center	85,000	0.6%	85,000	0
	Area Health Education Center (AHEC)	50,000	0.4%	50,000	0
		<u>215,000</u>	<u>1.6%</u>	<u>220,000</u>	<u>(5,000)</u>
	<b>TOTALS</b>	<b>13,548,979</b>	<b>100.0%</b>	<b>12,614,778</b>	<b>934,200</b>

## **Placeholder for Agenda Item 7.C.1.a**

Interlocal Agreement with Nueces County documenting agreements of the parties relating to Hospital District employee's participation in the Nueces County Self-Funded Group Health Plan during Fiscal Year 2025.

Pending receipt of Interlocal Agreement. Upon receipt, the executed Agreement will be substituted here.

## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Joel J. Romo, (the “Contractor”) for the purpose of contracting for certain personal services.

### WITNESSETH

**WHEREAS**, the Hospital District is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

**WHEREAS**, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of approval or ratification of this Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

**WHEREAS**, pursuant to Health Code, §281.026, the Hospital District’s Administrator (the “Administrator”) performs duties required by the Board and supervises the work and activities of the Hospital District;

**WHEREAS**, Local Government Code, §262.024, provides for the procurement of personal services;

**WHEREAS**, the Hospital District desires to contract for personal legislative services during the 89<sup>th</sup> Texas Legislative Session as described in the scope of work, Attachment B; and

**WHEREAS**, “personal legislative services” refer to a range of activities performed to influence legislative and administrative outcomes, shape policy, and advocate for the Hospital District’s specific interests before lawmakers, government officials, and agencies.

**NOW, THEREFORE**, the Hospital District and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

**AGREEMENT**

**ARTICLE 1  
SCOPE OF SERVICES TO BE PROVIDED BY  
HOSPITAL DISTRICT AND CONTRACTOR**

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is also attached hereto and made part thereof of this Contract.

**ARTICLE 2  
CONTRACT PERIOD**

This Contract shall begin on August 01, 2024 and terminate at the close of business on June 30, 2025, unless extended by supplemental agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 - Supplemental Agreements, or otherwise terminated, as provided in Article 16 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 3  
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this Contract is Fifty-Five Thousand Dollars (\$55,000), unless modified as provided in Article 9 - Supplemental Agreements. Maximum amount payable is not inclusive of any reimbursable expenses as set-out below.

Payments will be made monthly in the amount of Five Thousand Dollars (\$5,000) per month through June 30, 2025. Both parties agree and recognize that any reduction in payment should reflect a proportional reduction in expected monthly hours worked by Contractor.

The Contractor shall prepare and submit to the Hospital District monthly invoices and a progress report stating the status and description of the work accomplished during the billing period to the Administrator via electronic mail, the District's representative under this Contract.

The Contractor shall execute and submit all necessary accounting and/or legal reporting forms (i.e., Internal Revenue Form W-9 Request for Taxpayer Identification Number, Texas Ethics Commission Form 1295-Certificate of Interested Parties, etc.) as statutorily required or requested by Hospital District, prior to the remittance of any payments by the Hospital District for work.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

The Hospital District will NOT pay expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, or delivery expenses.

**The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract, or during periods when work is suspended, or after the Contract completion date.**

#### **ARTICLE 4 WORK AUTHORIZATIONS**

**[Specifically Excluded]**

#### **ARTICLE 5 PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District to evaluate features of the work. Upon request by the District, the Contractor shall make presentations to the Board, District staff, and as otherwise directed by the District.

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The Contractor shall report to the Administrator for purposes of this Contract. If the Contractor has questions on directions, or on any of the tasks and services to be performed in Attachment A or B, the Contractor should seek clarity through the Administrator.

The Contractor shall promptly advise the Hospital District, through the Administrator, in writing of events which have a significant impact upon the progress of work, including:

1. problems, delays, or adverse conditions which will materially affect the ability to attain Contract objectives, prevent the meeting of time schedules and goals, or preclude the

attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any District assistance needed to resolve the situation; and

2. favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

## **ARTICLE 6 SUSPENSION**

The Hospital District may suspend the work, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by the parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 - Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 - Supplemental Agreements.

## **ARTICLE 7 ADDITIONAL WORK**

If the Contractor determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the Hospital District through the Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 - Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The Hospital District shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this Contract or as amended.

## **ARTICLE 8 CHANGES IN WORK**

If the Hospital District finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7- Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the Hospital District. No additional compensation will be paid for the correction of errors.

## **ARTICLE 9 SUPPLEMENTAL AGREEMENTS**

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 3 - Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 -Contract Period.

**No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District. The District reserves the right to withhold payment pending verification of satisfactory work performed.**

## **ARTICLE 10 PUBLIC INFORMATION ACT**

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the Administrator upon completion or termination of this Contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 11  
SUBCONTRACTING**

The Contractor shall not assign, subcontract, or transfer any portion of the work under this Contract. All work under this Contract shall be performed by Contractor personally.

**ARTICLE 12  
EVALUATION OF WORK**

The Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the District representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this Contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 13  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

All reports, whether preliminary or final, shall be submitted to the Administrator via electronic mail. The Administrator is responsible for disseminating the information to the Board and as appropriate within the Hospital District.

Unless during an open meeting, pursuant to Texas Government Code Chapter 551, of the Board, Contractor shall not convey any information received from any member of the Board to any other member of the Board.

If contacting a member of the Board by email, Contractor shall send a copy under separate email to each of the other members of the Board and Administrator to avoid any potential Open Meetings Act (OMA), Texas Government Code Chapter 551 violations.

**ARTICLE 14**  
**COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

**ARTICLE 15**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of the Contract terms or breach of Contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of Contract, or violation of Contract terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**ARTICLE 16**  
**TERMINATION**

This Contract shall terminate at the close of business on June 30, 2025 unless extended as provided in Article 9 - Supplemental Agreements.

This Contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of all parties;
2. By the Hospital District, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By any party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Hospital District, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the Hospital District upon satisfactory completion of all services and obligations described herein.

Should the Hospital District terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this Contract or if the Hospital District terminates this Contract for fault on the part of the Contractor, the District will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the District, the cost to the District of employing another to complete the work required and the time required to do so, and other factors which affect the value to the District of the work performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract, except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill its Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the District.

## **ARTICLE 17 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. Contractor represents he/she shall comply with Chapter 305 of the Texas Government Code, including reporting requirements regarding conflict of interest. When required, the Contractor shall furnish the Hospital District with satisfactory proof of its compliance.

It is expressly understood by the Contractor, that from the date of award of this Contract to one (1) year after termination or expiration of Contract's term, the Contractor is prohibited from providing gifts of any form to any Board member, the Administrator, any District official, or any District employee.

**ARTICLE 18  
INDEMNIFICATION**

**THE CONTRACTOR SHALL SAVE HARMLESS THE HOSPITAL DISTRICT AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE HOSPITAL DISTRICT FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE HOSPITAL DISTRICT IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR.**

**ARTICLE 19  
CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE 20  
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Hospital District or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE 21  
SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Contractor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Hospital District.

**ARTICLE 22  
SEVERABILITY**

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

**ARTICLE 23  
PRIOR CONTRACT SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 24  
AUTHORITY TO ACT AS LOBBYIST**

Contractor warrants that he is registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Contractor is authorized by law to act as a lobbyist for the Hospital District; that there is no legal or ethical impediment to Contractor acting as a lobbyist for the District; and that Contractor shall immediately communicate to the District in writing any change in Contractor's status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the District.

**ARTICLE 25  
CONFIDENTIALITY**

During and after the Term of this Contract, Contractor agrees to strictly maintain the confidentiality of all information pertaining to the Hospital District and its personnel not open to the public under the Texas Public Information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of the District or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the District or its personnel from the Contractor, Contractor shall immediately direct the requesting party to the custodian of public information designated by the District and shall also immediately notify the District of the request.

**ARTICLE 26  
CONFLICT OF INTEREST**

Contractor affirms and warrants that he has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards, employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor or any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests which develop. Such notice should be given 3 business days after Consultants obtain the additional information.

**ARTICLE 27  
INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

**ARTICLE 28  
NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

**HOSPITAL DISTRICT**

Jonny F. Hipp, Administrator  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401  
[jonnyhipp@nchdcc.org](mailto:jonnyhipp@nchdcc.org)

**CONTRACTOR**

Joel J. Romo  
P. O. Box 114  
Chappell Hill, Texas 77426  
[Joel.Romo@texanapublicaffairs.com](mailto:Joel.Romo@texanapublicaffairs.com)

**ARTICLE 29  
VENUE AND GOVERNING LAW**

Venue shall be in Nueces County, Texas. This Contract shall be construed under and in accord with the law of the State of Texas.

**IN WITNESS WHEREOF**, this Contract is effective August 01, 2024.

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Joel J. Romo

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

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

**List of Attachments**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT**

- Provide overall project direction and day-to-day prioritization, coordination, clarification, and information about the Hospital District's legislative goals and objectives during the 89<sup>th</sup> Texas Legislative Session.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY CONTRACTOR**

During the 89<sup>th</sup> Texas Legislative Session, provide personal legislative services to influence legislative outcomes, shape policy, and advocate for Hospital District's interests before lawmakers, governmental officials, and agencies, including, but not limited to:

1. Policy analysis and research.
2. Drafting legislation or amendments.
3. Providing analysis of legislation.
4. Communicating with legislators and their staff and agency officials.
5. Preparing briefing materials and position papers.
6. Attending and participating in legislative and budget hearings.
7. Strategic planning for legislative initiatives.
8. Coordinating with trade and advocacy groups, and stakeholders.
9. Providing advice and counsel on legislative matters.
10. Monitor legislation and budget developments relating to the Hospital District and other urban Texas hospital districts, including, but not limited to:
  - a. Indigent Health Care;
  - b. Mental Health and Intellectual Disabilities;
  - c. Public Health;
  - d. Correctional Health Care;
  - e. Emergency Medical Services;
  - f. Legislative Expansions and Mandates;
  - g. Intergovernmental Transfers;
  - h. Property Taxes;
  - i. Property Appraisals;
  - j. District Finances;
  - k. Use of District Funds;
  - l. Eminent Domain;
  - m. Board appointments, terms, qualifications for office, and removal;
  - n. Medicaid;
  - o. Medicaid Supplemental Payment Programs;
  - p. Tax Increment Financing;
  - q. Bonds and Certificates of Obligation; and
  - r. Alternative Financing Methods.

# # #

## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Patricia A. Shipton, (the “Contractor”) for the purpose of contracting for certain personal services.

### WITNESSETH

**WHEREAS**, the Hospital District is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

**WHEREAS**, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of approval or ratification of this Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

**WHEREAS**, pursuant to Health Code, §281.026, the Hospital District’s Administrator (the “Administrator”) performs duties required by the Board and supervises the work and activities of the Hospital District;

**WHEREAS**, Local Government Code, §262.024, provides for the procurement of personal services;

**WHEREAS**, the Hospital District desires to contract for personal legislative services during the 89<sup>th</sup> Texas Legislative Session as described in the scope of work, Attachment B; and

**WHEREAS**, “personal legislative services” refer to a range of activities performed to influence legislative and administrative outcomes, shape policy, and advocate for the Hospital District’s specific interests before lawmakers, government officials, and agencies.

**NOW, THEREFORE**, the Hospital District and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

## **AGREEMENT**

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT AND CONTRACTOR**

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Contractor hereby agrees to perform those tasks and services described in Attachment B, which is also attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

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The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

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**ARTICLE 12  
EVALUATION OF WORK**

The Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the District representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this Contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 13  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

All reports, whether preliminary or final, shall be submitted to the Administrator via electronic mail. The Administrator is responsible for disseminating the information to the Board and as appropriate within the Hospital District.

Unless during an open meeting, pursuant to Texas Government Code Chapter 551, of the Board, Contractor shall not convey any information received from any member of the Board to any other member of the Board.

If contacting a member of the Board by email, Contractor shall send a copy under separate email to each of the other members of the Board and Administrator to avoid any potential Open Meetings Act (OMA), Texas Government Code Chapter 551 violations.

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All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

**ARTICLE 15**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of the Contract terms or breach of Contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of Contract, or violation of Contract terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**ARTICLE 16**  
**TERMINATION**

This Contract shall terminate at the close of business on June 30, 2025 unless extended as provided in Article 9 - Supplemental Agreements.

This Contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of all parties;
2. By the Hospital District, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By any party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Hospital District, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the Hospital District upon satisfactory completion of all services and obligations described herein.

Should the Hospital District terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this Contract or if the Hospital District terminates this Contract for fault on the part of the Contractor, the District will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the District, the cost to the District of employing another to complete the work required and the time required to do so, and other factors which affect the value to the District of the work performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract, except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill its Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the District.

## **ARTICLE 17 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. Contractor represents he/she shall comply with Chapter 305 of the Texas Government Code, including reporting requirements regarding conflict of interest. When required, the Contractor shall furnish the Hospital District with satisfactory proof of its compliance.

It is expressly understood by the Contractor, that from the date of award of this Contract to one (1) year after termination or expiration of Contract's term, the Contractor is prohibited from providing gifts of any form to any Board member, the Administrator, any District official, or any District employee.

**ARTICLE 18  
INDEMNIFICATION**

**THE CONTRACTOR SHALL SAVE HARMLESS THE HOSPITAL DISTRICT AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE HOSPITAL DISTRICT FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE HOSPITAL DISTRICT IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR.**

**ARTICLE 19  
CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE 20  
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Hospital District or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE 21  
SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Contractor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Hospital District.

**ARTICLE 22  
SEVERABILITY**

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

**ARTICLE 23  
PRIOR CONTRACT SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 24  
AUTHORITY TO ACT AS LOBBYIST**

Contractor warrants that she is registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Contractor is authorized by law to act as a lobbyist for the Hospital District; that there is no legal or ethical impediment to Contractor acting as a lobbyist for the District; and that Contractor shall immediately communicate to the District in writing any change in Contractor's status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the District.

**ARTICLE 25  
CONFIDENTIALITY**

During and after the Term of this Contract, Contractor agrees to strictly maintain the confidentiality of all information pertaining to the Hospital District and its personnel not open to the public under the Texas Public Information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of the District or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the District or its personnel from the Contractor, Contractor shall immediately direct the requesting party to the custodian of public information designated by the District and shall also immediately notify the District of the request.

**ARTICLE 26  
CONFLICT OF INTEREST**

Contractor affirms and warrants that she has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards, employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor or any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests which develop. Such notice should be given 3 business days after Consultants obtain the additional information.

**ARTICLE 27  
INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

**ARTICLE 28  
NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

**HOSPITAL DISTRICT**

Jonny F. Hipp, Administrator  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401  
[jonnyhipp@nchdcc.org](mailto:jonnyhipp@nchdcc.org)

**CONTRACTOR**

Patricia A. Shipton  
919 Congress Ave., Suite 1030  
Austin, Texas 78701  
[Patricia@pshipton.com](mailto:Patricia@pshipton.com)

**ARTICLE 29  
VENUE AND GOVERNING LAW**

Venue shall be in Nueces County, Texas. This Contract shall be construed under and in accord with the law of the State of Texas.

**IN WITNESS WHEREOF**, this Contract is effective August 01, 2024.

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Patricia A. Shipton

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

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

**List of Attachments**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT**

- Provide overall project direction and day-to-day prioritization, coordination, clarification, and information about the Hospital District's legislative goals and objectives during the 89<sup>th</sup> Texas Legislative Session.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY CONTRACTOR**

During the 89<sup>th</sup> Texas Legislative Session, provide personal legislative services to influence legislative outcomes, shape policy, and advocate for Hospital District's interests before lawmakers, governmental officials, and agencies, including, but not limited to:

1. Policy analysis and research.
2. Drafting legislation or amendments.
3. Providing analysis of legislation.
4. Communicating with legislators and their staff and agency officials.
5. Preparing briefing materials and position papers.
6. Attending and participating in legislative and budget hearings.
7. Strategic planning for legislative initiatives.
8. Coordinating with trade and advocacy groups, and stakeholders.
9. Providing advice and counsel on legislative matters.
10. Monitor legislation and budget developments relating to the Hospital District and other urban Texas hospital districts, including, but not limited to:
  - a. Indigent Health Care;
  - b. Mental Health and Intellectual Disabilities;
  - c. Public Health;
  - d. Correctional Health Care;
  - e. Emergency Medical Services;
  - f. Legislative Expansions and Mandates;
  - g. Intergovernmental Transfers;
  - h. Property Taxes;
  - i. Property Appraisals;
  - j. District Finances;
  - k. Use of District Funds;
  - l. Eminent Domain;
  - m. Board appointments, terms, qualifications for office, and removal;
  - n. Medicaid;
  - o. Medicaid Supplemental Payment Programs;
  - p. Tax Increment Financing;
  - q. Bonds and Certificates of Obligation; and
  - r. Alternative Financing Methods.

# # #

**PERSONAL SERVICES CONTRACT**

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Luis J. Saenz, (the “Contractor”) for the purpose of contracting for certain personal services.

**WITNESSETH**

**WHEREAS**, the Hospital District is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

**WHEREAS**, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of approval or ratification of this Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

**WHEREAS**, pursuant to Health Code, §281.026, the Hospital District’s Administrator (the “Administrator”) performs duties required by the Board and supervises the work and activities of the Hospital District;

**WHEREAS**, Local Government Code, §262.024, provides for the procurement of personal services;

**WHEREAS**, the Hospital District desires to contract for personal legislative services during the 89<sup>th</sup> Texas Legislative Session as described in the scope of work, Attachment B; and

**WHEREAS**, “personal legislative services” refer to a range of activities performed to influence legislative and administrative outcomes, shape policy, and advocate for the Hospital District’s specific interests before lawmakers, government officials, and agencies.

**NOW, THEREFORE**, the Hospital District and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

## **AGREEMENT**

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT AND CONTRACTOR**

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is also attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

This Contract shall begin on August 01, 2024 and terminate at the close of business on June 30, 2025, unless extended by supplemental agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 - Supplemental Agreements, or otherwise terminated, as provided in Article 16 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this Contract is Eighty Two Thousand Five Hundred Dollars (\$82,500), unless modified as provided in Article 9 - Supplemental Agreements. Maximum amount payable is not inclusive of any reimbursable expenses as set-out below.

Payments will be made monthly in the amount of Seven Thousand Five Hundred Dollars (\$7,500) per month through June 30, 2025. Both parties agree and recognize that any reduction in payment should reflect a proportional reduction in expected monthly hours worked by Contractor.

The Contractor shall prepare and submit to the Hospital District monthly invoices and a progress report stating the status and description of the work accomplished during the billing period to the Administrator via electronic mail, the District's representative under this Contract.

The Contractor shall execute and submit all necessary accounting and/or legal reporting forms (i.e., Internal Revenue Form W-9 Request for Taxpayer Identification Number, Texas Ethics Commission Form 1295-Certificate of Interested Parties, etc.) as statutorily required or requested by Hospital District, prior to the remittance of any payments by the Hospital District for work.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

The Hospital District will NOT pay expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, or delivery expenses.

**The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract, or during periods when work is suspended, or after the Contract completion date.**

#### **ARTICLE 4 WORK AUTHORIZATIONS**

**[Specifically Excluded]**

#### **ARTICLE 5 PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District to evaluate features of the work. Upon request by the District, the Contractor shall make presentations to the Board, District staff, and as otherwise directed by the District.

At the request of the Hospital District or the Contractor, conferences shall be held at the Contractor's office, the District's office, or at other locations as may be designated by the District. These conferences shall also include an evaluation of the Contractor's services and work when requested by the District.

The Contractor shall report to the Administrator for purposes of this Contract. If the Contractor has questions on directions, or on any of the tasks and services to be performed in Attachment A or B, the Contractor should seek clarity through the Administrator.

The Contractor shall promptly advise the Hospital District, through the Administrator, in writing of events which have a significant impact upon the progress of work, including:

1. problems, delays, or adverse conditions which will materially affect the ability to attain Contract objectives, prevent the meeting of time schedules and goals, or preclude the

attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any District assistance needed to resolve the situation; and

2. favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

## **ARTICLE 6 SUSPENSION**

The Hospital District may suspend the work, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by the parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 - Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 - Supplemental Agreements.

## **ARTICLE 7 ADDITIONAL WORK**

If the Contractor determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the Hospital District through the Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 - Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The Hospital District shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this Contract or as amended.

**ARTICLE 8  
CHANGES IN WORK**

If the Hospital District finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7- Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the Hospital District. No additional compensation will be paid for the correction of errors.

**ARTICLE 9  
SUPPLEMENTAL AGREEMENTS**

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 3 - Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 -Contract Period.

**No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District. The District reserves the right to withhold payment pending verification of satisfactory work performed.**

**ARTICLE 10  
PUBLIC INFORMATION ACT**

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the Administrator upon completion or termination of this Contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 11  
SUBCONTRACTING**

The Contractor shall not assign, subcontract, or transfer any portion of the work under this Contract. All work under this Contract shall be performed by Contractor personally.

**ARTICLE 12  
EVALUATION OF WORK**

The Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the District representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this Contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

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1. By mutual agreement and consent, in writing, of all parties;
2. By the Hospital District, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By any party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Hospital District, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
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SEVERABILITY**

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Contractor affirms and warrants that he has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards, employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor or any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests which develop. Such notice should be given 3 business days after Consultants obtain the additional information.

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INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

**ARTICLE 28  
NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

**HOSPITAL DISTRICT**

Jonny F. Hipp, Administrator  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401  
[jonnyhipp@nchdcc.org](mailto:jonnyhipp@nchdcc.org)

**CONTRACTOR**

Luis J. Saenz  
919 Congress Avenue, Suite 730  
Austin, Texas 78701  
[luis@txpublicaffairs.com](mailto:luis@txpublicaffairs.com)

**ARTICLE 29  
VENUE AND GOVERNING LAW**

Venue shall be in Nueces County, Texas. This Contract shall be construed under and in accord with the law of the State of Texas.

**IN WITNESS WHEREOF**, this Contract is effective August 01, 2024.

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Luis J. Saenz

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

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

**List of Attachments**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT**

- Provide overall project direction and day-to-day prioritization, coordination, clarification, and information about the Hospital District's legislative goals and objectives during the 89<sup>th</sup> Texas Legislative Session.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY CONTRACTOR**

During the 89<sup>th</sup> Texas Legislative Session, provide personal legislative services to influence legislative outcomes, shape policy, and advocate for Hospital District's interests before lawmakers, governmental officials, and agencies, including, but not limited to:

1. Policy analysis and research.
2. Drafting legislation or amendments.
3. Providing analysis of legislation.
4. Communicating with legislators and their staff and agency officials.
5. Preparing briefing materials and position papers.
6. Attending and participating in legislative and budget hearings.
7. Strategic planning for legislative initiatives.
8. Coordinating with trade and advocacy groups, and stakeholders.
9. Providing advice and counsel on legislative matters.
10. Monitor legislation and budget developments relating to the Hospital District and other urban Texas hospital districts, including, but not limited to:
  - a. Indigent Health Care;
  - b. Mental Health and Intellectual Disabilities;
  - c. Public Health;
  - d. Correctional Health Care;
  - e. Emergency Medical Services;
  - f. Legislative Expansions and Mandates;
  - g. Intergovernmental Transfers;
  - h. Property Taxes;
  - i. Property Appraisals;
  - j. District Finances;
  - k. Use of District Funds;
  - l. Eminent Domain;
  - m. Board appointments, terms, qualifications for office, and removal;
  - n. Medicaid;
  - o. Medicaid Supplemental Payment Programs;
  - p. Tax Increment Financing;
  - q. Bonds and Certificates of Obligation; and
  - r. Alternative Financing Methods.

# # #



\*VG-12-2024-2024000331\*

Nueces County  
Kara Sands  
Nueces County Clerk

Instrument Number: 2024000331

Public Notice

PUBLIC NOTICES

Recorded On: August 02, 2024 08:40 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands  
Nueces County Clerk  
Nueces County, TX

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024000331  
Receipt Number: 20240802000013  
Recorded Date/Time: August 02, 2024 08:40 AM  
User: Dusty G  
Station: CLERK02

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT



**Kara Sands**

Nueces County Clerk  
901 Leopard St #201  
Corpus Christi, TX 78401

**Main:** (361)888-0580

**Receipt:** 20240802000013

**Date:** 08/02/2024

**Time:** 08:40AM

**By:** Dusty G

**Station:** CLERK02

**Status:** ORIGINAL COPY

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<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Public Notice	PBN	2024000331	6	\$0.00	
				<b>Order Total</b>	(1)	\$0.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>	
1				\$0.00	
				<b>Total Payments</b>	(1) \$0.00
				<b>Change Due</b>	\$0.00

NUECES COUNTY HOSPITAL DISTRICT

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For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>

RECEIVED

AUG 02 2024

KARA SANDS  
CLERK OF THE COUNTY COURT  
NUECES COUNTY, TEXAS

**NOTICE OF PUBLIC MEETING**  
**NUECES COUNTY HOSPITAL DISTRICT**

**BOARD OF MANAGERS**

**Board of Managers - Special Meeting**  
**Tuesday, August 6, 2024 at 10:00 AM**

**Location:**

**Board of Managers Meeting Room, 555 N. Carancahua Street, Room 950-A, Corpus  
Christi, Texas 78401**

**MEETING IN-PERSON AND VIA VIDEOCONFERENCE CALL**

The Nueces County Hospital District ("NCHD") Board of Managers or a Committee thereof as specified above will hold a meeting on the date and at the time and location shown above. The agenda item(s) for this meeting are set forth on the accompanying page(s); agenda item(s) are not necessarily considered in the order listed.

On September 1, 2021, Governor Abbott rescinded the suspension of certain Rules of the Texas Open Meetings Act ("Act") which had allowed meetings to be conducted entirely virtually. The specified NCHD Board of Managers meeting will be held both in-person and via videoconference call. Public participation will be available in-person as well as via videoconference call as allowed under the Act. It is the intent that a quorum of the Board of Managers as required for the specified meeting will be physically present at the location posted in this meeting notice. It is also the intent that the Board member presiding over the meeting be physically present for the specified meeting at the location posted in this meeting notice. Any member of the Board of Managers participating by videoconference call shall be visible and audible to the public whenever the member is speaking; Board member participation by audio-only is no longer permitted. Although the meeting will be open to the public during the open portions of the meeting, any member of the public wishing to observe the meeting may do so via videoconference call and as well as participate via videoconference call in public comment, may do so through the videoconference call Zoom meeting link shown on this meeting notice below, as well as shown on NCHD's website.

The Texas Open Meetings Act defines a "videoconference call" as a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. Zoom is an Internet-based communications platform that allows users to connect with duplex audio and video signals. Using Zoom requires an Internet connection and a supported device.

Meeting agendas and supporting materials are available via NCHD's BoardBook meeting management system at: <https://meetings.boardbook.org/Public/Organization/1886>.

**Attend Meeting via Videoconference, Join Zoom Meeting:**

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBoZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Special Meeting  
Tuesday, August 6, 2024 at 10:00 AM**

**AGENDA**

**1. WELCOME**

**2. ROLL CALL OF BOARD OF MANAGERS**

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

**3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:**

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

**4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST.** Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**5. WORKSHOP SESSION** - Workshop Session is an open meeting for the purposes of information gathering and discussion between the Board of Managers and staff on the Workshop's listed agenda item(s) without taking action on the listed item(s) during the Workshop. Public comment will not be accepted during the Workshop Session.

A. Draft Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025).

6. **PUBLIC COMMENT** - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

7. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. **Funding Request:**

1. Discuss and consider a funding request from Commissioner Joe A. Gonzalez for Colonia homeowner septic system inspections in Precinct 2. (*ACTION*)

B. **Fiscal Year 2025 Budget:**

1. Discuss and consider tentative approval of the Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025). (*ACTION*)

C. **Administrator's Actions:**

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Execution of Interlocal Agreement relating to participation in Nueces County's Employee Self-Funded Group Health Plan for the benefit of Hospital District employees. (*ACTION*)

b. Execution of Personal Services Contracts for legislative services during the 89th Texas Legislative Session:

1. Joel J. Romo;
2. Patricia A. Shipton, and
3. Luis J. Saenz. (*ACTION*)

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas

Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071, as applicable:

A. Consult with attorneys on matters relating to Interlocal Cooperation Agreements with Nueces County, and related matters.

B. Consult with attorneys on matters relating to participation in Nueces County's Employee Self-Funded Group Health Plan, and related matters.

9. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (***ACTION AS NEEDED***)

10. **ADJOURN**