

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Special Meeting
Tuesday, August 13, 2024 at 12:00 PM**

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. Fiscal Year 2025 Budget.	5
B. Fiscal Year 2025 Tax Rate Calculation Worksheets.	8
C. Nueces County Fiscal Year 2025 budget schedule.	21

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 septic system inspections, pump outs, repairs and/or replacements for homeowners living in Nueces County Precinct 2.
<i>(ACTION)</i> | 24 |
|---|----|

B. Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025):

- | | |
|--|----|
| 1. Discuss and consider tentative approval of Fiscal Year 2025 Budget.
<i>(ACTION)</i> | 40 |
| 2. Discuss and consider authorizing rescission of all Interlocal Cooperation Act contracts with Nueces County in order to return payment accounting, administration, control, and disbursement to Hospital District; rescission to be effective September 30, 2024; and authorize Administrator to send notices and execute related documents. <i>(ACTION)</i> | |

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 Personal Services Contracts for legislative services during the 89th Texas Legislative Session:
 - 1. Joel J. Romo; 43
 - 2. Patricia A. Shipton, and 57
 - 3. Luis J. Saenz. *(ACTION)* 71

- b. 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)* 85

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 funding requests from outside entities and related matters.

- B. Consult with attorneys on matters relating to Interlocal Cooperation Act contracts and related matters.

- C. 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.

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

	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								
REVENUES								
Property Taxes:								
1 Current	39,196,133	23.89%	37,202,546	24.26%	1,993,587	37,611,295	22.89%	1,584,838
2 Delinquent	421,464	0.26%	(0)	0.00%	421,464	143,262	0.09%	278,202
3 Penalties & Interest	391,961	0.24%	372,025	0.24%	19,936	347,645	0.21%	44,316
4 Total Property Tax Revenue	40,009,558	24.39%	37,574,571	24.50%	2,434,987	38,102,202	23.19%	1,907,356
5 Spohn Corporate Membership Revenue	122,980,000	74.96%	114,750,000	74.83%	8,230,000	121,656,390	74.04%	1,323,610
6 Investment Income	915,010	0.56%	880,431	0.57%	34,578	3,905,961	2.38%	(2,990,951)
7 Other Income	150,000	0.09%	150,000	0.10%	0	656,465	0.40%	(506,465)
8 Total Other Revenues	124,045,010	75.61%	115,780,431	75.50%	8,264,578	126,218,816	76.81%	(2,173,806)
9 TOTAL REVENUES	164,054,568	100%	153,355,003	100%	10,699,565	164,321,018	100%	(266,450)
OPERATING EXPENSES								
10 Intergovernment Transfers	153,092,697	87.51%	118,786,712	80.48%	34,305,985	143,508,234	89.18%	9,584,463
11 Emergency Residency Program Support	1,763,750	1.01%	0	0.00%	0	0	0.00%	1,763,750
12 County Healthcare Services	11,990,979	6.85%	12,614,778	8.55%	(623,799)	12,157,013	7.55%	(166,034)
13 Salaries	2,183,502	1.25%	1,857,125	1.26%	326,377	1,834,852	1.14%	348,650
14 Benefits	1,055,671	0.60%	819,007	0.55%	236,664	826,024	0.51%	229,647
15 Legal & Professional Fees	1,817,000	1.04%	1,169,000	0.79%	648,000	989,238	0.61%	827,762
16 Purchased Services	711,850	0.41%	624,650	0.42%	87,200	468,922	0.29%	242,928
17 Tax Assessor / Appraisal Collection Fees	815,000	0.47%	760,000	0.51%	55,000	739,740	0.46%	75,260
18 Supplies & Materials	24,000	0.01%	23,000	0.02%	1,000	20,401	0.01%	3,599
19 Rent & Leases	157,000	0.09%	152,000	0.10%	5,000	144,368	0.09%	12,632
20 Repairs & Maintenance	12,000	0.01%	10,000	0.01%	2,000	5,635	0.00%	6,365
21 Telephone & Utilities	59,500	0.03%	58,000	0.04%	1,500	48,517	0.03%	10,983
22 Insurance	45,000	0.03%	33,900	0.02%	11,100	27,881	0.02%	17,119
23 Administrative & General	975,000	0.56%	458,700	0.31%	516,300	108,923	0.07%	866,077
24 Capital Outlay	229,000	0.13%	10,224,000	6.93%	(9,995,000)	42,888	0.03%	186,112
25 Extraordinary	5,000	0.00%	5,000	0.00%	0	536	0.00%	4,464
26 TOTAL EXPENDITURES	174,936,949	100%	147,595,872	100%	25,577,326	160,923,172	100%	14,013,777
27 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(10,882,381)		5,759,130		(14,877,761)	3,397,846		(14,280,227)
NON-OPERATING SOURCES (USES)								
28 Operating Transfer In (Tobacco Fund)	650,000		650,000		0	722,000		(72,000)
29 Operating Transfer Out (Indigent Care Fund)	0				0	0		0
30 TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,232,381)		6,409,130		(14,877,761)	4,119,846		(14,352,227)
31 FUND BALANCE, BEGINNING OF PERIOD	57,334,764		44,527,271			53,214,918		
32 FUND BALANCE, END OF PERIOD	47,102,383		50,936,401			57,334,764		
33 FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,651,780		26,010,390			26,934,764		

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: 0.089240 (No-New-Revenue Rate)

	Explanation	General Fund	Tobacco Fund	Indigent Care Fund	Total
	REVENUES				
1	Property Taxes	40,009,558	0	0	40,009,558
2	Spohn Corporate Member Revenue	122,980,000	0	0	122,980,000
3	Investment Income	915,010	0	904,206	1,819,216
4	Other Income	150,000	0	0	150,000
5	Tobacco Income	0	650,000	0	650,000
6	TOTAL REVENUES	164,054,568	650,000	904,206	165,608,774
	OPERATING EXPENSES				
7	Intergovernmental Transfers	153,092,697	0	0	153,092,697
8	Emergency Residency Program Support	1,763,750	0	0	1,763,750
9	County Healthcare Services	11,990,979	0	0	11,990,979
10	Salaries	2,183,502	0	0	2,183,502
11	Benefits	1,055,671	0	0	1,055,671
12	Legal & Professional Fees	1,817,000	0	12,000	1,829,000
13	Purchased Services	711,850	0	0	711,850
14	Tax Assessor / Appraisal Collection Fees	815,000	0	0	815,000
15	Supplies & Materials	24,000	0	0	24,000
16	Rent & Leases	157,000	0	0	157,000
17	Repairs & Maintenance	12,000	0	0	12,000
18	Telephone & Utilities	59,500	0	0	59,500
19	Insurance	45,000	0	0	45,000
20	Administrative & General	975,000	0	0	975,000
21	Capital Outlay	229,000	0	0	229,000
22	Extraordinary/Tax Refund	5,000	0	0	5,000
23	Debt Service	0	0	0	0
24	TOTAL EXPENDITURES	174,936,949	0	12,000	174,948,949
25	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(10,882,381)	650,000	892,206	(9,340,174)
	NON-OPERATING SOURCES (USES)				
26	Operating Transfers In	650,000	0	0	650,000
27	Operating Transfers Out	0	(650,000)	0	(650,000)
28	TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,232,381)	0	892,206	(9,340,174)
29	FUND BALANCE, BEGINING OF PERIOD	57,334,764	0	59,216,907	116,551,671
30	FUND BALANCE, END OF PERIOD	47,102,383	0	60,109,113	107,211,496
31	FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,651,780	0	60,109,113	88,760,893

**Nueces County Hospital District
County Healthcare Department Expenditures
FY2024 - FY2025**

Program	Budget 2025	%	Budget 2024	Difference
<u>Mental Healthcare Services</u>				
1 a MHID (State Match Program)	969,129	8.1%	969,129	0
b <u>MHID - Jail Programs</u>				
Jail Diversion	450,000	3.8%	450,000	0
CIT	1,131,000	9.4%	1,111,000	20,000
MCOT	250,000	2.1%		
Walk-in-Crisis	350,000	2.9%	550,000	(200,000)
Jail Based Competency Restoration (JBCR)	119,000	1.0%	207,000	(88,001)
Forensic ACT	250,000	2.1%	700,000	(450,000)
	<u>2,550,000</u>	<u>21.3%</u>	<u>3,018,000</u>	<u>(468,001)</u>
Subtotal Mental Healthcare Services	<u>3,519,129</u>	<u>29.3%</u>	<u>3,987,129</u>	<u>(468,001)</u>
<u>Health Department (Operating Expenditures)</u>				
2 Health Department	1,700,000	14.2%	1,700,000	0
Vector Control	0	0.0%	300,000	(300,000)
Robstown Public Health Salaries & Benefits	0	0.0%	273,000	(273,000)
Mobile Clinic	40,000	0.3%	40,000	0
	<u>1,740,000</u>	<u>14.5%</u>	<u>2,313,000</u>	<u>(573,000)</u>
<u>Emergency Medical Services</u>				
3 City of Robstown	650,000		650,000	
Emergency Services District #1 (Annville)				
Emergency Services District #2 (Flour Bluff)				
Emergency Services District #4 (Bluntzer)				
Emergency Services District #6 (Bishop)				
	<u>650,000</u>	<u>5.4%</u>	<u>650,000</u>	<u>0</u>
<u>Juvenile Detention Center-Health Services</u>				
4 Various Health-related Services	474,000	4.0%	474,000	0
<u>County Jail Healthcare Services</u>				
5 Armor/Wexford Correctional Healthcare Services	5,202,850	43.4%	4,795,649	407,201
6a Cenikor	60,000	0.5%	60,000	0
6b Council on Alcohol & Drug Abuse	50,000	0.4%	50,000	0
7 County Juvenile and Adult Diabetes Program	50,000	0.4%	50,000	0
8 HALO-Flight Funding	15,000	0.1%	15,000	0
<u>Public Health Grants</u>				
9 Coastal Bend Wellness Foundation	85,000	0.7%	85,000	0
Amistad Community Health Center	85,000	0.7%	85,000	0
Area Health Education Center (AHEC)	60,000	0.5%	50,000	10,000
	<u>230,000</u>	<u>1.9%</u>	<u>220,000</u>	<u>10,000</u>
TOTALS	11,990,979	100.0%	12,614,778	(623,800)

Comparison of Net Taxable Value

General Fund

	Tax Year 2023	Tax Year 2024	Increase (Decrease)	Percentage
Taxable Value from Certified Appraisal Roll	46,735,626,618	45,313,180,388	(1,422,446,230)	-3.04%
Railroad Rolling Stock from Comptroller's Office	+ 14,108,061 +	+ 16,498,023 +	2,389,962	16.94%
Value of Properties Under Protest	+ 1,061,917,256 +	+ 1,763,370,921 +	701,453,665	66.06%
Tax Ceiling	- 2,996,025,691 -	- 3,576,050,325 -	580,024,634	19.36%
Total Net Taxable Value	44,815,626,244	43,516,999,007	-1,298,627,237	-2.90%

Farm to Market (Road Fund)

	Tax Year 2023	Tax Year 2024	Increase (Decrease)	Percentage
Taxable Value from Certified Appraisal Roll	46,983,218,059	45,351,045,000	(1,632,173,059)	-3.47%
Railroad Rolling Stock from Comptroller's Office	+ 14,108,061 +	+ 16,498,023 +	2,389,962	16.94%
Value of Properties Under Protest	+ 1,060,512,672 +	+ 1,760,553,381 +	700,040,709	66.01%
Tax Ceiling	- 2,995,753,755 -	- 3,575,446,913 -	579,693,158	19.35%
Total Net Taxable Value	45,062,085,037	43,552,649,491	-1,509,435,546	-3.35%

Hospital District

	Tax Year 2023	Tax Year 2024	Increase (Decrease)	Percentage
Taxable Value from Certified Appraisal Roll	47,094,843,675	45,464,755,404	(1,630,088,271)	-3.46%
Value of Properties Under Protest	+ 1,061,917,256 +	+ 1,763,370,921 +	701,453,665	66.06%
Total Net Taxable Value	48,156,760,931	47,228,126,325	-928,634,606	-1.93%

General Fund Tax Rate Calculations
Tax Year 2024

2023 Total Net Taxable Value Per Appraisal Roll	45,313,180,388	See Line 18A
Property Under Protest	1,763,370,921	See Line 19A
Rolling Railroad	16,498,023	See Line 18B
Tax Freeze (ceiling)	(3,576,050,325)	See Line 20
Net Taxable Value	43,516,999,007	
TIF (Tax Increment Financing)	(967,942,857)	See Line 18D
Total Taxable Value	42,549,056,150	See Line 21
New Improvements/New Property	(1,376,632,845)	See Line 23
Adjusted Taxable Value	41,172,423,305	See Line 25
Last Year Levy, After Adjustments	104,416,194	See Line 17
 No-New-Revenue Tax Rate (GF M&O & I&S)	 0.253607	 See Line 26
 General Fund Voter-Approved Tax Rate	 0.223004	 See Line 41
Debt Service (I&S) Rate	0.039369	See Line 48
Unused Increment	0.013847	See Line 67
 Voter -Approved Rate, adj for unused increment rate	 0.276220	

Farm to Market Tax Rate Calculations
Tax Year 2024

2022 Total Net Taxable Value Per Appraisal Roll	45,351,045,000	See Line 18A
Property Under Protest @ 85%	1,760,553,381	See Line 19A
Rolling Railroad	16,498,023	See Line 18B
Tax Freeze (ceiling)	(3,575,446,913)	See Line 20
Net Taxable Value	43,552,649,491	
TIF (Tax Increment Financing)	(292,998,314)	See Line 18D
Total Taxable Value	43,259,651,177	See Line 21
New Improvements/New Property	(1,168,116,233)	See Line 23
Adjusted Taxable Value	42,091,534,944	See Line 25
Last Year Levy, After Adjustments	1,275,558	See Line 17
Farm to Market No-New-Revenue Tax Rate	0.003030	See Line 26
Farm to Market Voter-Approved Tax Rate	0.003159	See Line 49

Hospital District Tax Rate Calculations
Tax Year 2024

2021 Total Net Taxable Value Per Appraisal Roll	45,464,755,404	See Line 18A
Property Under Protest @ 85%	1,763,370,921	See Line 19A
Tax Freeze (ceiling)	-	See Line 20
Net Taxable Value	47,228,126,325	
TIF (Tax Increment Financing)	-	See Line 18D
Total Taxable Value	47,228,126,325	See Line 21
New Improvements/New Property	(1,169,210,905)	See Line 23
Adjusted Taxable Value	46,058,915,420	See Line 25
Last Year Levy, After Adjustments	41,103,152	See Line 17
Hospital District No-New-Revenue Tax Rate	0.089240	See Line 26
Hospital District Voter-Approved Tax Rate	0.097012	See Line 49

Property Tax Rates

2024/2025 Tax Rate Calculations for Nueces County

2023/2024 Adopted Tax Rate	2024/2025 No-New-Revenue (No New Taxes)	2024/2025 Voter-Approved Rate (3.5% increase)	Adjusted for Unused Increment 2024/2025 Voter-Approved Rate				
General Fund	0.199735	General Fund	0.214238	General Fund	0.223004	General Fund	0.223004
Debt Service Fund	0.037676	Debt Service (Fully Funded)	0.039369	Debt Service (Fully Funded)	0.039369	Debt Service Fund (Fully Funded)	0.039369
Road Fund	<u>0.002842</u>	Road Fund	<u>0.003030</u>	Road Fund	<u>0.003159</u>	Road Fund	0.003159
Total Tax Rate	<u><u>0.240253</u></u>	Total No-New-Revenue Tax Rate	<u><u>0.256637</u></u>	Total Voter-Approved Tax Rate	<u><u>0.265532</u></u>	Unused Increment	<u>0.013847</u>
					0.265532	Total Voter-Approved Tax Rate	<u><u>0.279379</u></u>

2024/2025 Tax Rate Calculation for Hospital District

2023/2024 Adopted Tax Rate	0.085242	
2024/2025 No-New-Revenue Tax Rate	0.089240	
2024/2025 Voter-Approved Tax Rate 8%	0.097012	(Ceiling Tax Rate)

General Fund
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
No-New-Revenue Tax Rate

		General Fund Rate	0.214238
Allocation of Frozen Tax Levy		Debt Service Rate (fully funded)	0.039369
Between General Fund and Debt Service		Road Fund (FTM) Rate	0.003030
		2024/2025 Total Tax Rate	0.256637
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	5,745,947		
Less Deferral Rate X 3.19%	(183,296)	General Fund Tax Rate	0.214238
Frozen levy to allocate	5,562,651		
		2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Allocation of frozen levy:			
Debt Service 16%	890,024	GF tax levy (GF tax rate X tax value / 100)	93,229,948
General Fund 84%	4,672,627	GF frozen tax levy receivable	4,672,627
		Total GF Levy	97,902,575
		Collection Rate	95.0%
		2024/2025 GF tax revenue budgeted	93,007,447
		2023/2024 GF tax revenue budgeted	-89,191,252
		Increase/(Decrease) in GF tax revenue budget	3,816,195

Note: 22/23 GF Revenue was 91,088,457

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	42,549,056,150
Add Line 18d TIF captured value	967,942,857
2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Property value of tax ceiling property Line 20 TNT **	3,576,050,325
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	47,093,049,332
(Agrees with appraisal board)	

General Fund
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
Voter-Approved Tax Rate 3.5%
(Without the Unused Increment)

		General Fund Rate	0.223004
Allocation of Frozen Tax Levy		Debt Service Rate (Fully Funded)	0.039369
Between General Fund and Debt Service		Road Fund (FTM) Rate	0.003159
		2024/2025 Total Tax Rate	0.265532
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	5,745,947	General Fund Tax Rate	0.223004
Less Deferral Rate X 3.19%	(183,296)		
Frozen levy to allocate	5,562,651		
		2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Allocation of frozen levy:		GF tax levy (GF tax rate X tax value / 100)	97,044,648
Debt Service 16%	890,024	GF frozen tax levy receivable	4,672,627
General Fund 84%	4,672,627		
		Total GF Levy	101,717,276
		Collection Rate	95.0%
		2024/2025 GF tax revenue budgeted	96,631,412
		2023/2024 GF tax revenue budgeted	-89,191,252
		Increase in GF tax revenue budget	7,440,160

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	42,549,056,150
Add Line 18d TIF captured value	967,942,857
2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Property value of tax ceiling property Line 20 TNT **	3,576,050,325
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	47,093,049,332
(Agrees with appraisal board)	

General Fund
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
Maximum Voter-Approved Rate, With Adjustment for Unused Increment Added to GF-M&O Rate (6.27934% above GF M&O No New Revenue Rate)

		General Fund Rate (Unused Increment Added to GF-M&O)	0.236851
Allocation of Frozen Tax Levy		Debt Service Rate (Fully Funded)	0.039369
Between General Fund and Debt Service		Road Fund (FTM) Rate	0.003159
		2024/2025 Total Tax Rate	0.279379
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	5,745,947	General Fund Tax Rate	0.236851
Less Deferral Rate X 3.19%	(183,296)		
Frozen levy to allocate	5,562,651		
		2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Allocation of frozen levy:			
Debt Service 16%	890,024	GF tax levy (GF tax rate X tax value / 100)	103,070,447
General Fund 84%	4,672,627 GF frozen tax levy receivable	4,672,627
		Total GF Levy	107,743,074
		Collection Rate	95.0%
		2024/2025 GF tax revenue budgeted	102,355,921
		2023/2024 GF tax revenue budgeted	-89,191,252
		Increase in GF tax revenue budget	13,164,669

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	42,549,056,150
Add Line 18d TIF captured value	967,942,857
2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Property value of tax ceiling property Line 20 TNT **	3,576,050,325
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	47,093,049,332
(Agrees with appraisal board)	

Debt Service Fund
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
Using Fully Funded Debt Service Tax Rate

	2024/2025 Debt Service Rate (Fully Funded)	0.039369
Allocation of Frozen Tax Levy Between General Fund and Debt Service		
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	5,745,947	Debt Service Fund tax rate 0.039369
Less Deferral Rate X 3.19%	<u>(183,296)</u>	
Frozen levy to allocate	5,562,651	2024/2025 Taxable value, excluding ceiling property * 43,516,999,007
Allocation of frozen levy:		
Debt Service 16%	890,024	Debt Service tax levy (I&S tax rate X tax value / 100) 17,132,207
General Fund 84%	4,672,627	Debt service frozen tax levy receivable <u>890,024</u>
		Total Debt Service Levy 18,022,232
		Collection Rate <u>95.0%</u>
		2024/2025 Debt Service tax revenue budgeted 17,121,120
		2023/2024 Debt Service tax revenue budgeted <u>-16,831,607</u>
		Increase in debt service revenue budget <u><u>289,513</u></u>

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	42,549,056,150
Add Line 18d TIF captured value	<u>967,942,857</u>
2024/2025 Taxable value, excluding ceiling property *	43,516,999,007
Property value of tax ceiling property Line 20 TNT **	<u>3,576,050,325</u>
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	<u><u>47,093,049,332</u></u>
(Agrees with appraisal board)	

IMPORTANT: Debt Service Funding Requirements for FY 24/25 is \$16,441,251

Farm to Market (Road & Bridge Fund)
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
No-New-Revenue Tax Rate

		2024/2025 Farm to Market (Road & Bridge) Tax Rate	0.00303
Value of Road Fund frozen tax levy			
		2024/2025 Taxable value, excluding ceiling property *	43,552,649,491
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	70,569		
Less Deferral Rate X 3.19%	<u>(2,251)</u>	Road Fund tax levy (RF tax rate X tax value / 100)	1,319,645
Road Fund Frozen Levy	68,318 ...	Road Fund frozen levy receivable	<u>68,318</u>
		Total Road Fund tax levy	1,387,963
		Collection Rate	<u>95.0%</u>
		2024/2025 Road Fund tax revenue budgeted	1,318,565
		2023/2024 Road Fund tax revenue budgeted	<u>-1,277,747</u>
		Increase in F&M revenue budget	<u><u>40,818</u></u>

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	43,259,651,177
Add Line 18d TIF captured value	<u>292,998,314</u>
2024/2025 Taxable value, excluding ceiling property *	43,552,649,491
Property value of tax ceiling property Line 20 TNT **	<u>3,575,446,913</u>
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	<u><u>47,128,096,404</u></u>
(Agrees with appraisal district)	

Farm to Market (Road Fund)
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
Voter-Approved Tax Rate 3.5%

		2024/2025 Farm to Market (Road & Bridge) Tax Rate	0.003159
Value of Road Fund frozen tax levy			
		2024/2025 Taxable value, excluding ceiling property *	43,552,649,491
2023 Frozen tax levy from tax office report "tcs_frozen_levy_rdf"	70,569		
Less Deferral Rate X 3.19%	(2,251)	Road Fund tax levy (RF tax rate X tax value / 100)	1,375,828
Road Fund Frozen Levy	68,318 Road Fund frozen levy receivable	68,318
		Total Road Fund tax levy	1,444,146
		Collection Rate	95.0%
		2024/2025 Road Fund tax revenue budgeted	1,371,939
		2023/2024 Road Fund tax revenue budgeted	-1,277,747
		Increase in F&M revenue budget	94,192

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	43,259,651,177
Add Line 18d TIF captured value	292,998,314
2024/2025 Taxable value, excluding ceiling property *	43,552,649,491
Property value of tax ceiling property Line 20 TNT **	3,575,446,913
Total taxable value - includes tax ceiling property, ARB protest, railroad rolling stock and TIF.	47,128,096,404
(Agrees with appraisal district)	

Hospital District
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
 No-New-Revenue Tax Rate

2024/2025 Hospital District Tax Rate	0.089240
2024/2025 Taxable value, excluding ceiling property *	47,228,126,325
Tax levy (HD tax rate X tax value / 100)	42,146,380
Frozen tax levy receivable	<u>0</u>
Total HD Levy	42,146,380
Collection Rate	<u>95.0%</u>
2024/2025 Hospital District tax revenue budgeted	40,039,061
2023/2024 Hospital District tax revenue budgeted	<u>-38,997,077</u>
Increase/(Decrease) in Hospital District tax revenue budget	<u><u>1,041,984</u></u>

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	47,228,126,325
Add Line 18d TIF captured value	<u>0</u>
2024/2025 Taxable value, excluding ceiling property *	47,228,126,325
Property value of tax ceiling property Line 20 TNT **	<u>0</u>
Total taxable value - Includes ARB Protest and TIF (Agrees with appraisal board)	<u><u>47,228,126,325</u></u>

Hospital District
2024/2025 Tax Revenue Budget Calculation Using Total Current 2023/2024 Tax Value
Voter-Approved Tax Rate

2024/2025 Hospital District Tax Rate	0.097012
2024/2025 Taxable value, excluding ceiling property *	47,228,126,325
Tax levy (GF tax rate X tax value / 100)	45,816,950
Frozen tax levy receivable	<u>0</u>
Total HD Levy	45,816,950
Collection Rate	<u>95.0%</u>
2024/2025 Hospital District tax revenue budgeted	43,526,102
2023/2024 Hospital District tax revenue budgeted	<u>-38,997,077</u>
Increase in Hospital District tax revenue budget	<u><u>4,529,025</u></u>

Calculation of 2024 Taxable Value

Line 21 TNT taxable value (excludes tax ceiling property)	47,228,126,325
Add Line 18d TIF captured value	<u>0</u>
2024/2025 Taxable value, excluding ceiling property *	47,228,126,325
Property value of tax ceiling property Line 20 TNT **	<u>0</u>
Total taxable value - Includes ARB Protest and TIF (Agrees with appraisal board)	<u><u>47,228,126,325</u></u>

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 th & 15 th
Aug. 12 & 15		Budget Workshop Tax Rate & Proposed Budget (9:00 am Monday & Thursday)
Aug. 16	Fri.	72-hour notice for August 21 st 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 th - 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 th 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.

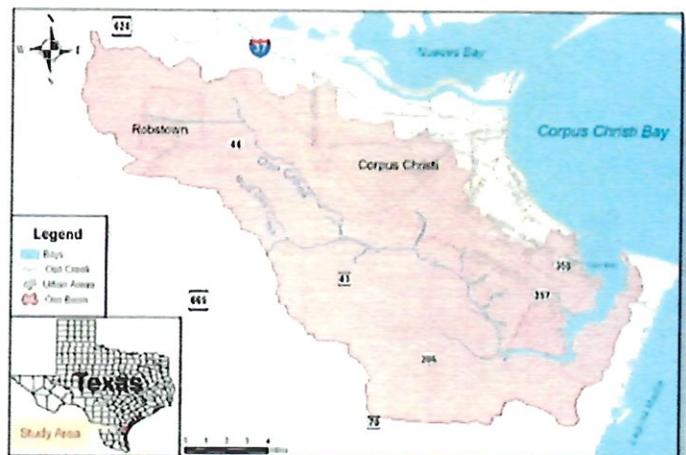


Figure 1. Oso Creek and Oso Bay are in southeast Texas.

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 after the assessment period, along with continued sediment implementation, trash cleanup, and outreach.

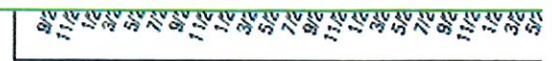


Figure 3. Twenty-four-hour DO monitoring data improved DO levels in Lower Oso Bay.

tion 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 after the assessment period, along with continued sediment implementation, trash cleanup, and outreach.

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

Tim Cawthon
Texas Commission on Environmental Quality



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

EPA 841-F-14-001HH
June 2014

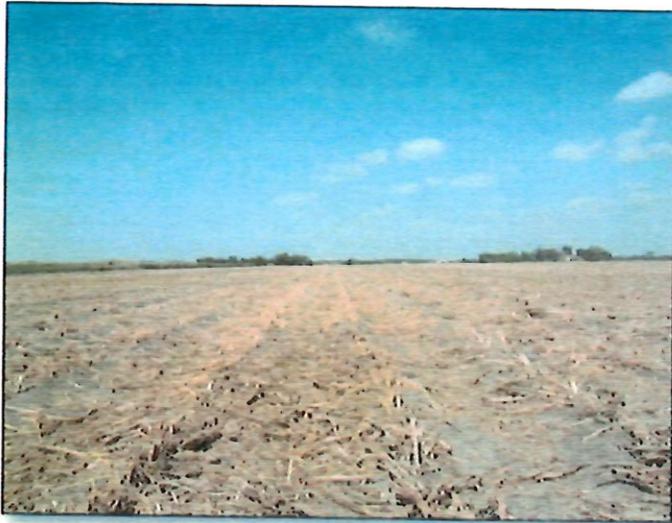


Figure 2. Landowners adopted conservation tillage in the Oso Bay watershed.

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 sec-

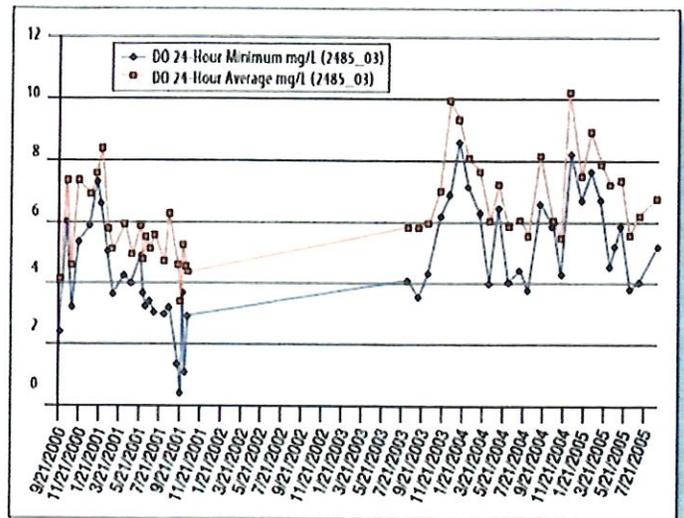


Figure 3. Twenty-four-hour DO monitoring data showed improved DO levels in Lower Oso Bay.

tion 303(d) list showed that the daily minimum grab sample and 24-hour average for DO levels in Upper and Lower Oso Bay (Figure 3) complied with the state's water quality standards. As a result, TCEQ removed the Upper and Lower Oso Bay segments from the state's CWA section 303(d) list of impaired waters for DO. The success of this effort is attributed to the voluntary implementation of BMPs 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 after the assessment period, along with continued septic system implementation, trash cleanup, and outreach.

Partners and Funding

Over \$761,100 in CWA section 319 funds and over \$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 Farm 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.



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

EPA 841-F-14-001HH
June 2014

For additional information contact:

Brian Koch
Texas State Soil and Water Conservation Board
979-532-9496 • bkoch@tsswcb.texas.gov

Tim Cawthon
Texas Commission on Environmental Quality
512-239-0845 • 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

HOMEOWNER APPLICATION		NUECES COUNTY Colonias Septic System Improvements Project	
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: _____		Yes	No
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"/>
<i>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.</i>			
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?		<input type="checkbox"/>	<input type="checkbox"/>
If NO, state the reason you do not have electric services: _____			
<i>*The septic systems need electricity to operate. Nueces County is not responsible for providing electricity to the applicant address.</i>			
Is there a well located on the property?		<input type="checkbox"/>	<input type="checkbox"/>
If YES, is the well currently used as a water source? _____			
Number of Bedrooms: _____ Number of Occupants: _____		<input type="checkbox"/>	<input type="checkbox"/>
INCOME – ELLIGIBLE PROPERTIES SHOULD HAVE NO MORE THAN A TOTAL HOUSEHOLD INCOME OF \$75,000 FOR A FAMILY OF AT LEAST 3 MEMBERS.			
Total Household Income: _____			
CURRENT SEPTIC SYSTEM CONDITION			
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?		<input type="checkbox"/>	<input type="checkbox"/>
In need of repair <input type="checkbox"/> or replacement <input type="checkbox"/> (please check one)			
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).			
*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.			
Have you already applied for septic system assistance under another program?		<input type="checkbox"/>	<input type="checkbox"/>
Program name: _____			



NUECES COUNTY, TEXAS COMMISSIONERS COURT AGENDA

Regular Meeting

***This meeting will have remote access; See instructions below:**

NOTICE OF PUBLIC MEETING*

**Public Notice is hereby given that to the extent the Commissioners Court has distinguished between subjects for public deliberation and those for executive session deliberation, that practice has changed. The Commissioners Court is hereby notifying the public that any item listed anywhere on the agenda, if permitted by law, may be discussed in executive session. See Executive Session below.*

APRIL 24, 2024

The Nueces County Commissioners Court will meet on the above date at **9:00 a.m.** for a Regular Meeting in the Commissioners Courtroom, 3rd floor, Nueces County Courthouse, 901 Leopard, Corpus Christi, Texas. Up to two (2) Court members may participate remotely.

CONNIE SCOTT
ROBERTO G. HERNANDEZ
JOE A. GONZALEZ
JOHN MAREZ
BRENT CHESNEY

COUNTY JUDGE
COMMISSIONER, PRECINCT NO. 1
COMMISSIONER, PRECINCT NO. 2
COMMISSIONER, PRECINCT NO. 3
COMMISSIONER, PRECINCT NO. 4

KARA SANDS, CLERK OF THE COURT

INFORMATION ON THE COMMISSIONERS COURT AGENDA

PUBLIC COMMENT: Members of the public will have the opportunity to address the Commissioners Court during this section on any Agenda Item or any subject within its jurisdiction except a matter related to pending litigation. Each speaker should sign in on the Public Comment Sheet available at the rear of the Courtroom at least five (5) minutes before commencement of the Commissioners Court meeting. Speakers should limit their comments to three (3) minutes. The County Judge may, if he/she deems it necessary, limit both the number of speakers and the time allotted to each speaker. Under the law, the Commissioners Court may only take action on items specifically listed on the Agenda. Subject matter presented which is not part of the Agenda will be referred to the appropriate department for review and subsequent action. Materials submitted during public

hearings will not be returned unless prior arrangements have been made through the County Clerk, with the approval of the County Judge. At least ten (10) copies of any document to be used by any speaker should be available for distribution. The speaker's name and, if applicable, Agenda Item number should be clearly marked on such documents.

CONSENT AGENDA: At most meetings, the Commissioners Court establishes a Consent Agenda. It consists of those Agenda Items which are routine or non-controversial, and which neither a member of the Commissioners Court nor the public has asked to be pulled for discussion. Once the Commissioners Court has established the Consent Agenda, Agenda Items included on it will be voted upon in one vote, and will not be discussed separately unless requested by the County Judge, Commissioner, or a citizen.

EXECUTIVE SESSION: The Commissioners Court may go into Executive Session to discuss those matters listed anywhere on the Agenda or as otherwise permitted by law.

ADJOURNMENTS IN MEMORY: The Commissioners Court may adjourn the meeting in memory of deceased community leaders, County employees, and other distinguished persons. Requests for Adjournment in Memory may be made through any County Commissioner or the County Judge.

AUXILIARY AIDS OR SERVICES: Persons with disabilities who plan to attend this meeting of the Commissioners Court, and who may need special assistance, services or auxiliary aids, should contact the Office of the Nueces County Judge (361-888-0444) at least forty-eight (48) hours ahead of the meeting so that appropriate arrangements can be made.

COMMISSIONERS, PRESENTERS, CONTRIBUTORS, AND PUBLIC ACCESS

The commissioners court members, public, presenters, contributors, and others may access the meeting and make public comment, by clicking the link below and registering prior to the calling of public comment at the beginning of the meeting. Link to webpage instructions: <https://www.nuecesco.com/remotepubliccomment>

Click the link above for access to the virtual meeting link to join the live broadcast of Commissioners Court. You must join before public comment is called to attend the virtual meeting. Once in the meeting, you will be muted until it is time for public comment. During public comment, the name you submitted will be announced before unmuting you. Before speaking, you will be asked to state, for the record:

- *Your full name, and*
- *Your address*

Or QR Code



1. **CALL TO ORDER**

- A. County Judge calls for the Invocation.
- B. Pledge of Allegiance to the United States of America and Texas Flags.
- C. County Judge will call roll, note date, time, and location of meeting, and certify a quorum is present.
- D. **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.
- E. Present the following Certificate(s) of Recognition:
 - 1. In recognition of Arlis Young's 27 years of service to Nueces County.
- F. Adopt the following Resolution(s), Proclamation(s), and/or Order(s):
 - 1. In Recognition of the Robstown Early College High School Lady Pickers Powerlifting Team 2024 State Championship.
 - 2. In recognition of Autism Awareness Month - April 2024.
 - 3. Recognizing 5 Cowboys who assisted Nueces County deputies with rounding up 5 wild, estray horses in the London/Chapman Ranch³² area.

G. BOARD APPOINTMENTS:

1. Coastal Bend Council of Governments
2. Nueces County Mental Health and Intellectual Disabilities
3. Nueces County Library Advisory Board
4. South Texas Water Authority

H. **PUBLIC COMMENT:** This section provides the public the opportunity to address the Commissioners Court on any issues within its jurisdiction. The Commissioners Court may not take formal action on any requests made during the Public Comment period which are not on the Agenda, but can refer such requests to County staff for review if appropriate.

2. **CONSENT AGENDA:** The following Agenda Items are of a routine nature, and the Commissioners Court has received supporting materials for consideration. All of these Agenda Items will be passed with one vote without being discussed separately, unless a member of the Commissioners Court or the public requests that a particular Agenda Item be discussed. If so, that Agenda Item will be pulled from the Consent Agenda and discussed as part of the regular Agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

A. Accept the Minutes for April 10, 2024.

B. Authorize payment of bills - regular bill and DSS summaries dated April 26, 2024; received check registers for Exception List payments of Utilities dated April 3rd & April 10th, 2024; Payroll Garnishments dated April 12, 2024; and payments on the vendors exceptions list dated April 5th, April 8th & April 12th, 2024; Received check registers for previously authorized payments of bills for Regular, DSS and Special Motions dated April 12, 2024.

C. Authorize payment of bills - manual check registers dated April 2, 2024, through April 15, 2024.

D. Authorize payment of bills - Special Motions Regular List dated April 24, 2024.

E. Authorize payment of bills - Special Motions list - American Rescue Plan Act (ARPA) dated April 24, 2024.

F. Authorize payment of bills - Special Motions List - Lockwood Andrews & Newnam (LAN) dated April 24, 2024.

G. Authorize payment of bills - Special Motions list submitted by the County Attorney dated April 24, 2024.

- H. Authorize payment of bills - group health insurance claims and fees by Boon Chapman dated April 1st & April 13th, 2024; and for the month of March 2024.
 - I. Receive Monthly Travel Expense Reports for FY 23/24 Travel submitted between February 2024 and May 2024.
 - J. Receive Personnel Actions-New Hire Report and Personnel Actions-Separation Report for November 1, 2023 through March 31, 2024.
 - K. Authorize Fiscal Year 2023-2024 Economic Development Contract for \$10,800 with Northwest Business Association.
 - L. Ratify and adopt Amendment No. 1 to the contract with the Texas PACE Authority.
 - M. Accept the following "Outside Agency Reports" for FY 2022-2023 and FY 2021-2022:
 - 1. National Association for the Advancement of Colored People (NAACP)
 - 2. Northwest Business Association - (FY2021-2022)
 - 3. Timon's Ministries
 - N. Authorize the following "Outside Agency" Contracts for FY 2023-2024:
 - 1. Del Mar College - County Judge - \$1,000
 - 2. Timon's Ministries - Commissioner Pct. 4 - \$1,000
 - O. Authorize "Outside Agency" Contract for FY 2023-2024 for Court-Appointed Special Advocates of the Coastal Bend - Commissioner Pct. 4 - \$750.
 - P. Approve award and execution of an Agreement for \$212,333.60 with Progressive Structures, Inc. for the Nueces County Veterans & Social Services Renovations (IFB No. 3265-24).
 - Q. Receive update regarding Bob Hall Pier project, and all related matters.
3. **REGULAR AGENDA:**
- A. AGENDA ITEMS
 - 1. Receive presentation on the role of Coastal Bend Disaster Recovery Group as it pertains to Nueces County.
 - 2. Discuss and consider approval of an interlocal agreement between Nueces County, Nueces County Drainage District #2 and the City of Robstown on Precinct 3 American Rescue Plan act (ARPA) project for improvements to the Bridge at County Road 44 and all related matters.

3. Discuss and consider waiver of Chapter 63 of the Natural Resources Code limited to the proposed project, Port Aransas Permit 006100-C3.00; and all related matters.
4. Receive update on Boys and Girls Club Precinct 3 American Rescue Plan Act (ARPA) Project.
5. Receive update on American Rescue Plan Act (ARPA) fund balances for individual precinct and county wide projects through March 31, 2024 from Grants Administration.
6. Discuss and consider amending the Work Authorization No. 1 from \$67,232.00 to \$105,492.00 for the New Driscoll Community Center project.
7. Discuss and consider transferring \$286,087.00 to the New Driscoll Community Center Project.
8. Discuss and consider adopting additional economic policy guidelines related to Precinct 2 American Rescue Plan Act (ARPA) Project community and economic development programs within Nueces County pursuant to Local Government Code 381.004, and all related matters.
9. Discuss and consider adopting criteria and application for recipients under the Precinct 2 American Rescue Plan Act (ARPA) Project, Colonias Septic System Improvements project; and all related matters.
10. Discuss and consider application process for Colonias residents to apply for assistance under the Colonias Septic System Improvements Precinct 2 American Rescue Plan Act (ARPA) Project; and all related matters.
11. Discuss and consider approval for method of procurement IFB (Invitation for Bids) for Colonias Septic System Improvements, Precinct 2 American Rescue Plan Act (ARPA) Project; and authorize the Purchasing Agent to publish a notice; and related matters.
12. Discuss and consider allowing Commissioner Joe A. Gonzalez (JAG), Precinct 2, to make requests to outside entities for additional funding for the Colonias Septic System Improvement, Precinct 2 American Rescue Plan Act (ARPA) Project, in compliance with the Nueces County Commissioners Court policy, and then to bring back any positive responses for court consideration.
13. Discuss splitting certain departments to determine, if it is beneficial to Nueces County and all related matters.
14. Discuss and consider approval of 3-year agreement with Carahsoft, DIR Contract No. DIR-TSO-4288, for \$13,884.99 for the County Clerk's subsite build-out, hosting, maintenance, and support by Granicus.
15. Discuss and consider execution of a three-year agreement for a total of \$30,000 (\$10,000 per year) between Nueces County and Coastal Bend Air Quality Partnership for services related to protection of the coastal bend air quality.

16. Discuss and consider tearing down Hilltop Community Center (old Tuberculosis sanatorium), which is a county wide project and replacing it with a brand-new building to provide something special for all Nueces County residents, in particular those in Precinct 1. Any and all funds not needed for this project would remain in Precinct 1 to aid in other important projects in Precinct 1. All monies would remain in Precinct 1.
17. Discuss and consider authorizing Richter Architects to complete design specifications and drawings for value engineering for Hilltop Community Center Renovation (IFB No. 3265-24) as proposed by Richter Architects and related matters.
18. Discuss and consider selection of Turner Ramirez Architects for additional modifications needed at the Calderon Wellness Clinic, and related matters.
19. Discuss and consider upcoming Commissioners Court meeting date(s), workshop date(s), and related matters.

B. SHERIFF

1. Discuss and consider approval of purchase of firearm(s) by Honorably Retired Peace Officer(s), as authorized by Section 614.051 of the Texas Government Code.

C. GRANTS

1. Ratify the submission of a no-match grant application to Little Free Library, a nonprofit organization based in St. Paul, Minnesota.
2. Authorize the execution of a Renewal and Extension Agreement for Professional Services with Justice Benefits, Inc. (JBI).
3. Approve and Adopt a Citizen Participation Plan specific to the Nueces County MIT MOD grant application through the Texas General Land Office, Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT-MOD) Program.

D. PUBLIC WORKS

1. Discuss and consider approval of Work Authorization No. 2 for \$71,525 between Nueces County and Freese and Nichols, Inc. for the County Road 47 Bridge Widening project located in Precinct 4.
2. Approve method of procurement IFB (Invitation for Bids) for Nueces County Animal Care Facility; and authorize the Purchasing Agent to publish a notice.

E. PURCHASING

1. Discuss and consider conditional selection of International Consulting Engineers (ICE) for Oil Belt Park Improvements (IFB No. 326~~36~~24).

2. Discuss and consider authorizing and approving Amendment No. 2 to the Agreement with Sec-Ops, Inc. for Nueces County Security Services (RFP No. 3158-21), and related matters.
3. Discuss and consider conditional selection of RXDX, LLC for Sunrise Pond Nature and Storytime Walking Trail (IFB No. 3273-24).

F. AUDITOR

1. Approve Final Budget Change Order No. 23 for Fiscal Year 2022-2023.
2. Approve Budget Amendment No. 06 for Fiscal Year 2023-2024.

G. HUMAN RESOURCES

1. Approve Drug and Healthcare Cost Reporting 2023 annual report by DrugCostReporting.com and Group Health Third Party Administrator (TPA) Boon Chapman in accordance with the "No Surprises Act" (NSA).

4. **EXECUTIVE SESSION: PUBLIC NOTICE is given that the Commissioners Court may elect to go into an Executive Session anytime during the meeting to discuss matters listed anywhere on the Agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. *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 Court is departing from that practice, and reserves the right to discuss any listed agenda items in executive session when authorized by law to do so.*** In the event the Commissioners Court elects to go into Executive Session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the Executive Session will be publicly announced by the presiding officer. In accordance with the authority of the Government Code, Vernon's Texas Codes, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.076, 551.086, 551.087, the Commissioners Court will hold an Executive Session to consult with attorney(s) including matters related to litigation; deliberate regarding real property, prospective gift(s), personnel matters, including termination, county advisory bodies, security devices, and/or economic development negotiations and other matters that may be discussed in an Executive Session. Upon completion of the Executive Session, the Commissioners Court may in an open session take such action as appropriate on items discussed in an Executive Session.

- A. Discuss and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Nueces County Appointed Department Heads as scheduled, Director of Human Resources and Medical Examiner, by the Commissioners Court (Tex. Gov't Code § 551.074).

Adjournment in Memory (upon request)

Vote: 5 - 0 Approved

12. [The Court approved allowing Commissioner Joe A. Gonzalez \(JAG\), Precinct 2, to make requests to outside entities for additional funding for the Colonias Septic System Improvement, Precinct 2 American Rescue Plan Act \(ARPA\) Project, in compliance with the Nueces County Commissioners Court policy, and then to bring back any positive responses for court consideration.](#)

Motion by: Commissioner Hernandez, Second by: Commissioner Gonzalez

Vote: 5 - 0 Approved

Attachments:

[Court Policy- Funding Requests](#)

VII. ADJOURNMENT IN MEMORY

The motion to adjourn a Commissioners Court meeting may be made in memory of one or more recently deceased community leaders, County employees or other distinguished persons. At the end of each meeting, the County Judge will ask if any County Commissioner wishes the meeting adjourned in memory of such a person, and provide a brief description of that person's contribution to the County and/or Community. Recommendations for an adjournment in Memory may be made through the County Judge or a County Commissioner. The member of the Commissioners Court making the motion may thereafter, if desired, send a letter to the family of the deceased informing them of the Commissioners Court action.

- VIII. These Policies and Procedures at Meetings of the Nueces County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

Part 4: **ADDITIONAL POLICIES REGARDING THE COMMISSIONERS COURT**

I. Financial

a. **Funding Requests:** Individual members of the Commissioners Court who seek funding on behalf of the County shall disclose in writing to the funding entity whether or not they are requesting funding pursuant to an Order of the Commissioners Court.

- b. Members of the Court shall abstain from voting on agenda items relating to a campaign donor, PAC, foundation or direct family member of the person or item being voted on with contributions to the individual member of the Court in the aggregate amount more than \$5,000 or more throughout their tenure on the Court (current term), and up to the same amount in the previous election cycle. If a member violates this their vote shall not count in the final tally.
- c. Members of the Court and Court staff must fully disclose to the Commissioners Court and the public all travel taken by them related to county business and who paid for it (county travel budget or outside travel source in the county or outside of

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

	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								
REVENUES								
Property Taxes:								
1 Current	39,196,133	23.89%	37,202,546	24.26%	1,993,587	37,611,295	22.89%	1,584,838
2 Delinquent	421,464	0.26%	(0)	0.00%	421,464	143,262	0.09%	278,202
3 Penalties & Interest	391,961	0.24%	372,025	0.24%	19,936	347,645	0.21%	44,316
4 Total Property Tax Revenue	40,009,558	24.39%	37,574,571	24.50%	2,434,987	38,102,202	23.19%	1,907,356
5 Spohn Corporate Membership Revenue	122,980,000	74.96%	114,750,000	74.83%	8,230,000	121,656,390	74.04%	1,323,610
6 Investment Income	915,010	0.56%	880,431	0.57%	34,578	3,905,961	2.38%	(2,990,951)
7 Other Income	150,000	0.09%	150,000	0.10%	0	656,465	0.40%	(506,465)
8 Total Other Revenues	124,045,010	75.61%	115,780,431	75.50%	8,264,578	126,218,816	76.81%	(2,173,806)
9 TOTAL REVENUES	164,054,568	100%	153,355,003	100%	10,699,565	164,321,018	100%	(266,450)
OPERATING EXPENSES								
10 Intergovernment Transfers	153,092,697	87.51%	118,786,712	80.48%	34,305,985	143,508,234	89.18%	9,584,463
11 Emergency Residency Program Support	1,763,750	1.01%	0	0.00%	0	0	0.00%	1,763,750
12 County Healthcare Services	11,990,979	6.85%	12,614,778	8.55%	(623,799)	12,157,013	7.55%	(166,034)
13 Salaries	2,183,502	1.25%	1,857,125	1.26%	326,377	1,834,852	1.14%	348,650
14 Benefits	1,055,671	0.60%	819,007	0.55%	236,664	826,024	0.51%	229,647
15 Legal & Professional Fees	1,817,000	1.04%	1,169,000	0.79%	648,000	989,238	0.61%	827,762
16 Purchased Services	711,850	0.41%	624,650	0.42%	87,200	468,922	0.29%	242,928
17 Tax Assessor / Appraisal Collection Fees	815,000	0.47%	760,000	0.51%	55,000	739,740	0.46%	75,260
18 Supplies & Materials	24,000	0.01%	23,000	0.02%	1,000	20,401	0.01%	3,599
19 Rent & Leases	157,000	0.09%	152,000	0.10%	5,000	144,368	0.09%	12,632
20 Repairs & Maintenance	12,000	0.01%	10,000	0.01%	2,000	5,635	0.00%	6,365
21 Telephone & Utilities	59,500	0.03%	58,000	0.04%	1,500	48,517	0.03%	10,983
22 Insurance	45,000	0.03%	33,900	0.02%	11,100	27,881	0.02%	17,119
23 Administrative & General	975,000	0.56%	458,700	0.31%	516,300	108,923	0.07%	866,077
24 Capital Outlay	229,000	0.13%	10,224,000	6.93%	(9,995,000)	42,888	0.03%	186,112
25 Extraordinary	5,000	0.00%	5,000	0.00%	0	536	0.00%	4,464
26 TOTAL EXPENDITURES	174,936,949	100%	147,595,872	100%	25,577,326	160,923,172	100%	14,013,777
27 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(10,882,381)		5,759,130		(14,877,761)	3,397,846		(14,280,227)
NON-OPERATING SOURCES (USES)								
28 Operating Transfer In (Tobacco Fund)	650,000		650,000		0	722,000		(72,000)
29 Operating Transfer Out (Indigent Care Fund)	0				0	0		0
30 TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,232,381)		6,409,130		(14,877,761)	4,119,846		(14,352,227)
31 FUND BALANCE, BEGINNING OF PERIOD	57,334,764		44,527,271			53,214,918		
32 FUND BALANCE, END OF PERIOD	47,102,383		50,936,401			57,334,764		
33 FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,651,780		26,010,390			26,934,764		

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: 0.089240 (No-New-Revenue Rate)

	Explanation	General Fund	Tobacco Fund	Indigent Care Fund	Total
	REVENUES				
1	Property Taxes	40,009,558	0	0	40,009,558
2	Spohn Corporate Member Revenue	122,980,000	0	0	122,980,000
3	Investment Income	915,010	0	904,206	1,819,216
4	Other Income	150,000	0	0	150,000
5	Tobacco Income	0	650,000	0	650,000
6	TOTAL REVENUES	164,054,568	650,000	904,206	165,608,774
	OPERATING EXPENSES				
7	Intergovernmental Transfers	153,092,697	0	0	153,092,697
8	Emergency Residency Program Support	1,763,750	0	0	1,763,750
9	County Healthcare Services	11,990,979	0	0	11,990,979
10	Salaries	2,183,502	0	0	2,183,502
11	Benefits	1,055,671	0	0	1,055,671
12	Legal & Professional Fees	1,817,000	0	12,000	1,829,000
13	Purchased Services	711,850	0	0	711,850
14	Tax Assessor / Appraisal Collection Fees	815,000	0	0	815,000
15	Supplies & Materials	24,000	0	0	24,000
16	Rent & Leases	157,000	0	0	157,000
17	Repairs & Maintenance	12,000	0	0	12,000
18	Telephone & Utilities	59,500	0	0	59,500
19	Insurance	45,000	0	0	45,000
20	Administrative & General	975,000	0	0	975,000
21	Capital Outlay	229,000	0	0	229,000
22	Extraordinary/Tax Refund	5,000	0	0	5,000
23	Debt Service	0	0	0	0
24	TOTAL EXPENDITURES	174,936,949	0	12,000	174,948,949
25	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(10,882,381)	650,000	892,206	(9,340,174)
	NON-OPERATING SOURCES (USES)				
26	Operating Transfers In	650,000	0	0	650,000
27	Operating Transfers Out	0	(650,000)	0	(650,000)
28	TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,232,381)	0	892,206	(9,340,174)
29	FUND BALANCE, BEGINING OF PERIOD	57,334,764	0	59,216,907	116,551,671
30	FUND BALANCE, END OF PERIOD	47,102,383	0	60,109,113	107,211,496
31	FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,651,780	0	60,109,113	88,760,893

**Nueces County Hospital District
County Healthcare Department Expenditures
FY2024 - FY2025**

Program	Budget 2025	%	Budget 2024	Difference
<u>Mental Healthcare Services</u>				
1 a MHID (State Match Program)	969,129	8.1%	969,129	0
b <u>MHID - Jail Programs</u>				
Jail Diversion	450,000	3.8%	450,000	0
CIT	1,131,000	9.4%	1,111,000	20,000
MCOT	250,000	2.1%		
Walk-in-Crisis	350,000	2.9%	550,000	(200,000)
Jail Based Competency Restoration (JBCR)	119,000	1.0%	207,000	(88,001)
Forensic ACT	250,000	2.1%	700,000	(450,000)
	<u>2,550,000</u>	<u>21.3%</u>	<u>3,018,000</u>	<u>(468,001)</u>
Subtotal Mental Healthcare Services	<u>3,519,129</u>	<u>29.3%</u>	<u>3,987,129</u>	<u>(468,001)</u>
<u>Health Department (Operating Expenditures)</u>				
2 Health Department	1,700,000	14.2%	1,700,000	0
Vector Control	0	0.0%	300,000	(300,000)
Robstown Public Health Salaries & Benefits	0	0.0%	273,000	(273,000)
Mobile Clinic	40,000	0.3%	40,000	0
	<u>1,740,000</u>	<u>14.5%</u>	<u>2,313,000</u>	<u>(573,000)</u>
<u>Emergency Medical Services</u>				
3 City of Robstown	650,000		650,000	
Emergency Services District #1 (Annville)				
Emergency Services District #2 (Flour Bluff)				
Emergency Services District #4 (Bluntzer)				
Emergency Services District #6 (Bishop)				
	<u>650,000</u>	<u>5.4%</u>	<u>650,000</u>	<u>0</u>
<u>Juvenile Detention Center-Health Services</u>				
4 Various Health-related Services	474,000	4.0%	474,000	0
<u>County Jail Healthcare Services</u>				
5 Armor/Wexford Correctional Healthcare Services	5,202,850	43.4%	4,795,649	407,201
6a Cenikor	60,000	0.5%	60,000	0
6b Council on Alcohol & Drug Abuse	50,000	0.4%	50,000	0
7 County Juvenile and Adult Diabetes Program	50,000	0.4%	50,000	0
8 HALO-Flight Funding	15,000	0.1%	15,000	0
<u>Public Health Grants</u>				
9 Coastal Bend Wellness Foundation	85,000	0.7%	85,000	0
Amistad Community Health Center	85,000	0.7%	85,000	0
Area Health Education Center (AHEC)	60,000	0.5%	50,000	10,000
	<u>230,000</u>	<u>1.9%</u>	<u>220,000</u>	<u>10,000</u>
TOTALS	11,990,979	100.0%	12,614,778	(623,800)

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 89th 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.

Page 2 of 14

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.

**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

CONTRACTOR

Joel J. Romo
P. O. Box 114
Chappell Hill, Texas 77426

Joel.Romo@texaspublicaffairs.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
Jonny F. Hipp
Administrator/CEO

By: Joel J. Romo
Joel J. Romo

Date: 8/1/24

Date: 8-1-24

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 89th Texas Legislative Session.

ATTACHMENT B
SERVICES TO BE PROVIDED BY CONTRACTOR

During the 89th 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 89th 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.

Page 2 of 14

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.

**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 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.

Page 10 of 14

**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

CONTRACTOR

Patricia A. Shipton
919 Congress Ave., Suite 1030
Austin, Texas 78701
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
Jonny F. Hipp
Administrator/CEO

By: Patricia A. Shipton
Patricia A. Shipton

Date: 8/1/24

Date: August 1, 2024

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 89th Texas Legislative Session.

ATTACHMENT B
SERVICES TO BE PROVIDED BY CONTRACTOR

During the 89th 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 89th 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.

**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

CONTRACTOR

Luis J. Saenz
919 Congress Avenue, Suite 730
Austin, Texas 78701
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 89th Texas Legislative Session.

ATTACHMENT B
SERVICES TO BE PROVIDED BY CONTRACTOR

During the 89th 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.

#

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.

RECEIVED

AUG 09 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 13, 2024 at 12:00 PM**

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 13, 2024 at 12:00 PM**

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. Fiscal Year 2025 Budget.

B. Fiscal Year 2025 Tax Rate Calculation Worksheets.

C. Nueces County Fiscal Year 2025 budget schedule.

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 septic system inspections, pump outs, repairs and/or replacements for homeowners living in Nueces County Precinct 2. (*ACTION*)

B. **Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025):**

1. Discuss and consider tentative approval of Fiscal Year 2025 Budget. (*ACTION*)

2. Discuss and consider authorizing rescission of all Interlocal Cooperation Act contracts with Nueces County in order to return payment accounting, administration, control, and disbursement to Hospital District; rescission to be effective September 30, 2024; and authorize Administrator to send notices and execute related documents. (*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 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**)

b. 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**)

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 funding requests from outside entities and related matters.

B. Consult with attorneys on matters relating to Interlocal Cooperation Act contracts and related matters.

C. 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.



VG-12-2024-2024000343

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2024000343

Public Notice

PUBLIC NOTICES

Recorded On: August 09, 2024 08:39 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: 2024000343
Receipt Number: 20240809000024
Recorded Date/Time: August 09, 2024 08:39 AM
User: Paula G
Station: CLERK01

Record and Return To:

HOSPITAL DISTRICT



Kara Sands

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

Main: (361)888-0580

Receipt: 20240809000024

Date: 08/09/2024

Time: 08:39AM

By: Paula G

Station: CLERK01

Status: ORIGINAL COPY

<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	2024000343	6	\$0.00	
				Order Total	(1)	\$0.00

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

HOSPITAL DISTRICT

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>



Kara Sands

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

Main: (361)888-0580

Receipt: 20240809000024

Date: 08/09/2024

Time: 08:39AM

By: Paula G

Station: CLERK01

Status: DUPLICATE COPY

<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	2024000343	6	\$0.00	
				Order Total	(1)	\$0.00

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

HOSPITAL DISTRICT

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>