

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Special Meeting
Tuesday, January 7, 2025 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.
- Mariana Garza, J.D.
- 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. 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.

6. 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. Discuss and consider approval of an Interlocal Agreement between Nueces County and Nueces County Hospital District relating to the provision of certain County employee benefits, including but not limited to health insurance, to Hospital District employees and other related matters; initial term October 1, 2024 - September 30, 2025. **(ACTION)** 5
- B. Discuss and approve updated 89th Texas Legislative Session Bill drafts. **(ACTION)** 10
- C. Receive 2025 Board of Managers and Board Committees meeting dates/times. **(INFORMATION)** 18

7. 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 and §551.074.

- A. Consult with attorneys on matters relating to dispute resolution demand received from CHRISTUS Spohn Health System relating to the Amended and Restated Membership Agreement, pursuant to §551.071.
- B. Consult with attorneys matters relating to the Amended and Restated Membership Agreement between Hospital District and CHRISTUS Spohn Health System Corporation, pursuant to §551.071.

C. Consult with attorneys on matters relating to CHRISTUS Spohn Health System's commitments to future graduate medical education and their emergency medicine residency program, pursuant to §551.071.

D. Consult with attorneys on matters relating to provisions of the Administrator's Employment Agreement, pursuant to §551.071 and §551.074.

8. **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. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider authorizing the Administrator to enter into a Letter Agreement with CHRISTUS Spohn Health System Corporation granting the Hospital District the ability to exercise a call right to provide for potential early access to certain leased assets in exchange for disbursing remaining escrow funds to CHRISTUS Spohn Health System and in acknowledgment of CHRISTUS Spohn Health's System's achievement of its green space commitment pursuant to Schedule 1, Section 3.9.7 of Amended and Restated Membership Agreement between Hospital District and CHRISTUS Spohn Health System Corporation, as amended, and resolving CHRISTUS Spohn Health System Corporation's December 2, 2024 Mediation Notice under Membership Agreement. **(ACTION)** 19

2. Discuss and consider disbursement of remaining escrow funds to CHRISTUS Spohn Health System Corporation in accordance with Item 8.A.1 above, and authorize the Administrator to execute related documents. **(ACTION)**

3. Receive a document dated November 14, 2024 on CHRISTUS Spohn Health System's letterhead that included statements concerning Spohn's commitment to future graduate medical education and their emergency medicine residency program and direct incorporation of the document/statements into the Hospital District's January 7, 2025 board meeting into meeting minutes. **(ACTION)** 24

4. Discuss and consider directing incorporation of the statements and commitments made by CHRISTUS Spohn Health System Corporation's Chief Executive Officer during the Hospital District's January 7, 2025 board meeting into meeting minutes. **(ACTION)**

5. Discuss and consider amending provisions of the Administrator's Employment Agreement. **(ACTION)**

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

9. ADJOURN

10. Public Meeting Posting Notice. 25

INTERLOCAL AGREEMENT BETWEEN
NUECES COUNTY, TEXAS AND THE NUECES COUNTY HOSPITAL DISTRICT

This Agreement, effective as of the date of the last signature below, is entered into by and between Nueces County, Texas (“County”), a political subdivision of the State of Texas, and the Nueces County Hospital District (“Hospital District”), a political subdivision and special district of the State of Texas created pursuant to Article IX, Section 4 of the Texas Constitution, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code.

WITNESSETH:

WHEREAS, the Hospital District and the County recognize the need to attract and retain competent and able employees by providing health benefits and life insurance; for their employees;

WHEREAS, the Hospital District and the County recognize the need to foster, promote and encourage employment by and service to political subdivisions as a career profession for people of high standards of competence and ability;

WHEREAS, the Hospital District and the County have authority to provide health and accident, group dental, accidental death and dismemberment, hospital, surgical, and medical expense coverage for political subdivision officials, employees, retirees, and their dependents pursuant to §172.004 of the Texas Local Government Code;

WHEREAS, the Hospital District and the County have authority to enter an interlocal contract to provide administrative functions as defined by §791.003 pursuant to Chapter 791 of the Texas Government Code to other political subdivisions; and,

WHEREAS, the provision of health, life, vision, and dental insurance coverages for political subdivision employees and their dependents are an administrative function of government.

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein the Hospital District and the County agree as follows:

I.

The purpose of this Interlocal Agreement is to enable the Hospital District employees to participate in Nueces County’s Employee Benefit Plans.

II.

County agrees to provide certain administrative functions for the Hospital District by agreeing herein to include Hospital District employees as participants in the County’s Employee Group Health

Insurance Plan, Employee Group Life Insurance Plan, Employee Group Vision Insurance Plan, and Employee Group Dental Insurance Plan (collectively, the “County’s Employee Benefit Plans”).

III.

In consideration of services performed by the County under this Agreement, and upon receipt of a monthly invoice from the County for insurance premiums for the Hospital District employees participating in the County’s Employee Benefit Plans, the Hospital District agrees to remit payment for the following:

- i. all premiums for Hospital District employee participation in the County’s Employee Benefit Plans.

The Hospital District will not be invoiced for the County’s Employee Group Health Insurance Plan-related Stop Loss Coverage Premiums. Premiums for the Stop Loss Coverage are included in the premiums paid for Hospital District employee coverage and are not billed separately; and

- ii. an additional 10% of the cost of the monthly Employee Group Health Insurance Plan premiums for Hospital District employees.

The additional 10% sum remitted by the Hospital District shall be applied at the end of the fiscal year October 01, 2024, through September 30, 2025, as follows:

- toward any monetary loss resulting from healthcare claims of Hospital District employees during the fiscal year of October 01, 2024 to September 30, 2025; and
- all remaining funds from the Hospital District’s remittance of an additional amount of 10% of the cost of the monthly premiums for healthcare coverage of Hospital District employees shall be credited to the Hospital District for subsequent healthcare expenses of Hospital District employees for the following fiscal year.

IV.

The Hospital District shall promptly notify the County in writing when an employee is no longer employed by the Hospital District. The Hospital District shall ensure that the Hospital District’s list of eligible employees is kept current at all times.

V.

Each party hereto paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party.

VI.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any legal action filed shall be in a court of competent jurisdiction in Nueces County, Texas.

VII.

Upon execution of this Agreement by both parties, payments by the Hospital District to the County for any services provided after October 1, 2024, shall be calculated pursuant to the terms of this Agreement, and are herein ratified. All terms and conditions as set out in this agreement apply to such ratified compensation, fees, and services.

The initial term of this Agreement shall terminate at the close of business on September 30, 2025.

Thereafter, the term of the Agreement shall run from October 01 to September 30 of the following year and shall automatically renew on a fiscal-year basis unless either party terminates the Agreement by providing written notice of termination at least six (6) months prior to the effective date of the termination as provided in this Paragraph VII.

VIII.

This Agreement may be amended by mutual consent of both parties. In order to be effective, any amendment to the Agreement must be in writing and signed by both parties after approval by the governing bodies at a noticed meeting.

IX.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

X.

Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

XI.

All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, return receipt requested, addressed to the appropriate party at the following addresses:

IF TO THE COUNTY:
County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401

IF TO THE HOSPITAL DISTRICT:
Administrator/Chief Executive Officer
Nueces County Hospital District
555 North Carancahua St., Suite 950
Corpus Christi, Texas 78401-0835

XII.

Neither the Hospital District nor the County waives any defenses assertible by either party including Governmental immunity, or immunity from liability afforded under law.

XIII.

This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act.

XIV.

The undersigned signatories hereby represent and warrant that they are officers and that they have full and complete authority to enter into this Agreement. This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. No prior agreement or understanding between the parties pertaining to any such matter contained herein shall be effective.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

By: _____
Connie Scott
County Judge

Date: _____

By: _____
Jonny F. Hipp
Administrator/CEO

Date: _____

ATTEST:

By: _____
Kara Sands
County Clerk

Date: _____

__B. No. ____

AN ACT

relating to use of district funds by the Nueces County Hospital District.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 281.094(b), Health and Safety Code, is amended to read as follows:

(b) The board of the Nueces County Hospital District may use funds made available to the district from any source to ~~[fund]~~ provide for:

- (1) indigent health care; ~~[and]~~
- (2) essential medical specialties;
- (3) graduate medical education; and

~~[-2-]~~ (4) intergovernmental transfers from the district to the state for use as the nonfederal share of Medicaid supplemental payment program or waiver program payments for eligible health care providers located inside or outside the district's boundaries, including, but not limited to, any payments available through a waiver granted under Section 1115, Social Security Act (42 U.S.C. Section 1315), or other similar payment programs, subject to the limitation prescribed by Subsection (c).

SECTION 2. This Act takes effect immediately if it receives .B. No.
a vote of two-thirds of all the members elected to each house, as
provided by Section 39, Article III, Texas Constitution. If this
Act does not receive the vote necessary for immediate effect, this
Act takes effect September 1, 2025.

By: _____

_.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the authority of the Nueces County Hospital District to employ and commission peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter C, Chapter 281, Health and Safety Code, is amended by adding Section 281.0571 to read as follows:

Sec. 281.0571. NUECES COUNTY HOSPITAL DISTRICT; EMPLOYMENT OF DISTRICT PEACE OFFICERS. (a) The board of the Nueces County Hospital District may employ and commission peace officers for the district.

(b) The jurisdiction of a peace officer commissioned under this section includes the property owned or controlled by the district and any street abutting, right-of-way over or through, or easement in the property.

(c) In a district peace officer's jurisdiction under this section, the peace officer has the authority granted by Chapter 14, Code of Criminal Procedure. The peace officer may also make an arrest without a warrant in the officer's jurisdiction if the offense involves injury or harm to any property owned or controlled by the district.

.B. No. _____

(d) Notwithstanding Subsections (b) and (c), the peace officers employed and commissioned under this section who hold a mental health officer certification from the Texas Commission on Law Enforcement may perform mental health officer duties under independent contractual arrangements with the local mental health authority, and law enforcement agencies and school districts in Nueces County.

SECTION 2. Article 2A.001, Code of Criminal Procedure, is amended to read as follows:

Art. 2A.001. PEACE OFFICERS GENERALLY. The following are peace officers:

(1) a sheriff, a sheriff's deputy, or a reserve deputy sheriff who holds a permanent peace officer license issued under Chapter 1701, Occupations Code;

(2) a constable, a deputy constable, or a reserve deputy constable who holds a permanent peace officer license issued under Chapter 1701, Occupations Code;

(3) a marshal or police officer of a municipality or a reserve municipal police officer who holds a permanent peace officer license issued under Chapter 1701, Occupations Code;

(4) a ranger, officer, or member of the reserve officer corps commissioned by the Public Safety Commission and the director of the Department of Public Safety;

- .B. No. _____
- (5) an investigator of a district attorney's, criminal district attorney's, or county attorney's office;
 - (6) a law enforcement agent of the Texas Alcoholic Beverage Commission;
 - (7) a member of an arson investigating unit commissioned by a municipality, a county, or the state;
 - (8) an officer commissioned under Section 37.081, Education Code, or Subchapter E, Chapter 51, Education Code;
 - (9) an officer commissioned by the Texas Facilities Commission;
 - (10) a law enforcement officer commissioned by the Parks and Wildlife Commission;
 - (11) an officer commissioned under Chapter 23, Transportation Code;
 - (12) a municipal park and recreational patrol officer or security officer;
 - (13) a security officer or investigator commissioned as a peace officer by the comptroller;
 - (14) an officer commissioned by a water control and improvement district under Section 49.216, Water Code;
 - (15) an officer commissioned by a board of trustees under Chapter 54, Transportation Code;
 - (16) an investigator commissioned by the Texas Medical

__B. No. ____

Board;

(17) an officer commissioned by:

(A) the board of managers of the Dallas County Hospital District, the Tarrant County Hospital District, the Bexar County Hospital District, or the El Paso County Hospital District, under Section 281.057, Health and Safety Code;

(B) the board of managers of the Nueces County Hospital District, under Section 281.0571, Health and Safety Code;

(C) [~~B~~] the board of directors of the Ector County Hospital District under Section 1024.117, Special District Local Laws Code;

(D) [~~C~~] the board of directors of the Midland County Hospital District of Midland County, Texas, under Section 1061.121, Special District Local Laws Code; or

(E) [~~D~~] the board of hospital managers of the Lubbock County Hospital District of Lubbock County, Texas, under Section 1053.113, Special District Local Laws Code;

(18) a county park ranger commissioned under Subchapter E, Chapter 351, Local Government Code;

(19) an investigator employed by the Texas Racing Commission;

(20) an officer commissioned under Chapter 554, Occupations Code;

- .B. No. _____
- (21) an officer commissioned by the governing body of a metropolitan rapid transit authority under Section 451.108, Transportation Code, or a regional transportation authority under Section 452.110, Transportation Code;
- (22) an investigator commissioned by the attorney general under Section 402.009, Government Code;
- (23) a security officer or investigator commissioned as a peace officer under Chapter 466, Government Code;
- (24) an officer appointed by an appellate court under Subchapter F, Chapter 53, Government Code;
- (25) an officer commissioned by the state fire marshal under Chapter 417, Government Code;
- (26) an investigator commissioned by the commissioner of insurance under Section 701.104, Insurance Code;
- (27) an apprehension specialist or inspector general commissioned by the Texas Juvenile Justice Department as an officer under Section 242.102 or 243.052, Human Resources Code;
- (28) an officer appointed by the inspector general of the Texas Department of Criminal Justice under Section 493.019, Government Code;
- (29) an investigator commissioned by the Texas Commission on Law Enforcement under Section 1701.160, Occupations Code;

.B. No. _____

(30) a fire marshal or any related officer, inspector, or investigator commissioned by a county under Subchapter B, Chapter 352, Local Government Code;

(31) a fire marshal or any officer, inspector, or investigator commissioned by an emergency services district under Chapter 775, Health and Safety Code;

(32) an officer commissioned by the State Board of Dental Examiners under Section 254.013, Occupations Code, subject to the limitations imposed by that section; and

(33) an investigator commissioned by the Texas Juvenile Justice Department as an officer under Section 221.011, Human Resources Code.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2025.

NUECES COUNTY HOSPITAL DISTRICT
Board of Managers Meetings
Calendar Year 2025

Dates & Times:

- Tuesday, January 28, 2025, 12:00 Noon
- Tuesday, February 25, 2025, 12:00 Noon
- Tuesday, March 25, 2025, 12:00 Noon
- Tuesday, April 22, 2025, 12:00 Noon
- Tuesday, May 27, 2025, 12:00 Noon
- Tuesday, June 24, 2025, 12:00 Noon
- Tuesday, July 22, 2025, 12:00 Noon
- Tuesday, August 26, 2025, 12:00 Noon – Adopt Annual Budget
- Tuesday, September 23, 2025, 12:00 Noon – Elect Officers & Appoint Committees
- Tuesday, October 28, 2025, 12:00 Noon
- Tuesday, November 18, 2025, 12:00 Noon
- Tuesday, December 16, 2025, 12:00 Noon

Finance Committee to meet at 11:15 AM and
Legislative Committee to meet at 11:45 AM on the above dates.

DRAFT January 3, 2025

January __, 2025

Dominic Dominguez
Chief Executive Officer
Christus Spohn Health System Corporation
613 Elizabeth St, Suite 300
Corpus Christi, Texas 78404

dom.dominguez@christushealth.org

Re: Escrow Amendment Conditions Letter Agreement

Dear Mr. Dominguez:

This Letter Agreement is entered into between CHRISTUS Spohn Health System Corporation (“Spohn”) and Nueces County Hospital District (“NCHD”) (herein each referred to as “Party” or “Parties”) effective January __, 2024 (“Effective Date”) to set forth the terms and conditions upon which NCHD will release and disburse the remaining Escrow Funds (as defined in Schedule 1 to the Amended and Restated Membership Agreement) to Spohn (“Escrow Release”) and NCHD’s right to request and obtain from Spohn relinquishment of the Applicable Property (as defined below) (“Call Right”).

As you know, prior to the expiration of the September 29, 2023 escrow release conditions set forth in Schedule 1 of the Amended and Restated Membership Agreement (the “Escrow Release Conditions”), Spohn and NCHD had discussions regarding an extension of the escrow deadlines for achievement of the Escrow Release Conditions. As part of these discussions, Spohn constructed a fence enclosing the Main Campus green space for safety and aesthetic reasons at NCHD’s request. Although the escrow performance deadline under Schedule 1 of the Membership Agreement has passed and the Escrow Release Conditions were not satisfied within the escrow deadlines, NCHD acknowledges that (i) Spohn constructed the fence around the Main Campus green space in an attempt to satisfy the Escrow Release Conditions, and (ii) Spohn contends the deadline for completion of the Escrow Release Conditions was extended until September 29, 2026. The Parties now seek to memorialize the terms and conditions of the Escrow Release and Call Right.

Now, therefore, in consideration of the premises, the mutual benefit to be derived from this Letter Agreement, and other good and valuable consideration, including the convenience of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that this Letter Agreement shall be performed as follows:

1. **Escrow Release.** In furtherance of the Escrow Release, NCHD and Spohn shall execute a joint written notice (“Disbursement Request”) within thirty (30) days of the Effective Date instructing the Escrow Agent (as defined in Schedule 1 of the Amended and Restated Membership Agreement) to release the remaining Escrow Funds to Spohn.
2. **Call Right.** In furtherance of the Call Right, Spohn hereby grants to NCHD the right to request and obtain from Spohn relinquishment of: (i) Spohn’s access to, and the right to the use and occupy the Real Property (as such term is defined in Schedule 1 of the Amended and Restated Membership Agreement) set forth in **Exhibit A** (collectively, the “Applicable Property”); and (ii) any leasehold interest it may possess in the future in the Applicable

Property under the Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement and re-instated Lease Agreement between the Parties, at any time during the term of the Membership Agreement or reinstated Lease Agreement, as applicable. Spohn's relinquishment of its access and right to use and occupy the Applicable Property under the Membership Agreement and/or its leasehold interest in the Applicable Property under the re-instated Lease Agreement shall have no impact on the amount of lease credit or rental payments, as applicable, due to NCHD; provided, however, the Applicable Property shall not be used, operated, leased, or licensed by NCHD to a third-party for the provision of Health Care Services (as such term is defined in Schedule 2 to the Membership Agreement) during the term of the Membership Agreement and/or re-instated Lease Agreement without Spohn's written consent. Notwithstanding anything herein to the contrary, NCHD shall not be prohibited from selling or conveying the Applicable Property to a third-party. The third-party buyer or grantee of the Applicable Property may not use or operate the Applicable Property for Health Care Services during the term of the Membership Agreement and/or re-instated Lease Agreement without Spohn's written consent, except the third-party buyer or grantee may use or operate the Applicable Property during the term of the Membership Agreement and/or re-instated Lease Agreement without Spohn's written consent as a nursing home, independent living facility, behavioral health facility, federally qualified health center, hospice, or physician office. In the event NCHD elects to exercise the Call Right, the Parties shall thereafter, as necessary and applicable to memorialize the terms under this Paragraph 2, execute amendments to: (y) Schedule 1 to the Amended and Restated Membership Agreement and Amended and Restated Memorandum of Understanding Relating to the Termination of the Membership Agreement and re-instated Lease Agreement; or (z) the re-instated Lease Agreement, subject in either case to approval of the Nueces County Commissioners Court.

These terms memorialize the commitments of the Parties related to the Escrow Release and Call Right. Please execute below to memorialize Spohn's agreement.

Very truly yours,

Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District

AGREED AND ACCEPTED

Nueces County Hospital District

By: _____
Jonny F. Hipp, Administrator/CEO

Christus Spohn Health System Corporation

By: _____
Dominic Dominguez, CEO

EXHIBIT A

DESCRIPTION OF APPLICABLE PROPERTY

The Applicable Property shall mean, collectively, (i) those parcels of Real Property described in Sections A and B below; (ii) all Improvements (as defined in Schedule 1 of the Membership Agreement) on such parcels of Real Property; and (iii) all easements, licenses, rights-of-way and appurtenances relating to the such Real Property and Improvements; and (iv) all Fixtures (as defined in Schedule 1 of the Membership Agreement) located in or on such Real Property and Improvements.

- A. Former Memorial Medical Center Hospital.** The following Real Property (as described in Exhibit B-1), which is exclusive of the Dr. Hector P. Garcia – Memorial Family Health Center and immediately surrounding campus and parking lots:

14.15 ACRE TRACT - 14.15 ACRES OUT OF LOT 1, BLOCK 3 MEDICAL CENTER SUBDIVISION VOLUME 69. PAGE 443 MAP RECORDS NUECES COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a 14.15 acre tract out of Lot 1, Block 3, Medical Center Subdivision, as shown on a map recorded in Volume 69, Page 443, Map Records, Nueces County, Texas, and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod with red cap stamped "HANSON CRP, TX" on the north right-of-way of Hospital Street, same being at the southeast corner of said Lot 1, also being the southwest corner of Lot 2, Block 3, Medical Center Subdivision as recorded in Volume 69, Page 443, Map Records, Nueces County, Texas; THENCE South 88°32'01" West, with the south line of said Lot 1, a distance of 85.42 feet to a found fence corner post for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE South 88°32'01" West, with the south line of said Lot 1, a distance of 1166.90 feet to a found iron pipe on said north right-of-way, for the southwest corner of said Lot 1, same being the southwest corner of the herein described tract;

THENCE North 01°33'59" West, with the west line of said Lot 1, a distance of 475.42 feet to a found drill hole in concrete for the northwest corner of said Lot 1, same being the northwest corner of the herein described tract;

North 88°32'51" East, with the north line of said Lot 1, a distance of 194.04 feet to a found mag nail, for an interior corner of said Lot 1, same being an interior corner of the herein described tract;

THENCE North 01°33'59" West, with the north line of said Lot 1, a distance of 30.92 feet to a found iron rod for an exterior corner of said Lot 1, same being an exterior corner of the herein described tract;

THENCE North 70°40'51" East, with the north line of said Lot 1, a distance of 105.00 feet to a found iron rod for a corner of said Lot 1, same being a corner of the herein described tract;

THENCE North 88°32'51" East, with the north line of said Lot 1, a distance of 890.51 feet to a found fence corner post for the northeast corner of the herein described tract;

THENCE South 01°25'57" East, with an existing chain-link fence, a distance of 110.82 feet to a found fence corner post for an exterior corner of the herein described tract;

THENCE North 90°00'00" West, with said fence line, a distance of 19.46 feet to a found fence corner post for an interior corner of the herein described tract;

THENCE South 01°33'01" East, with said fence line, a distance of 428.26 feet to the POINT OF BEGINNING and containing 14.15 acres of land.

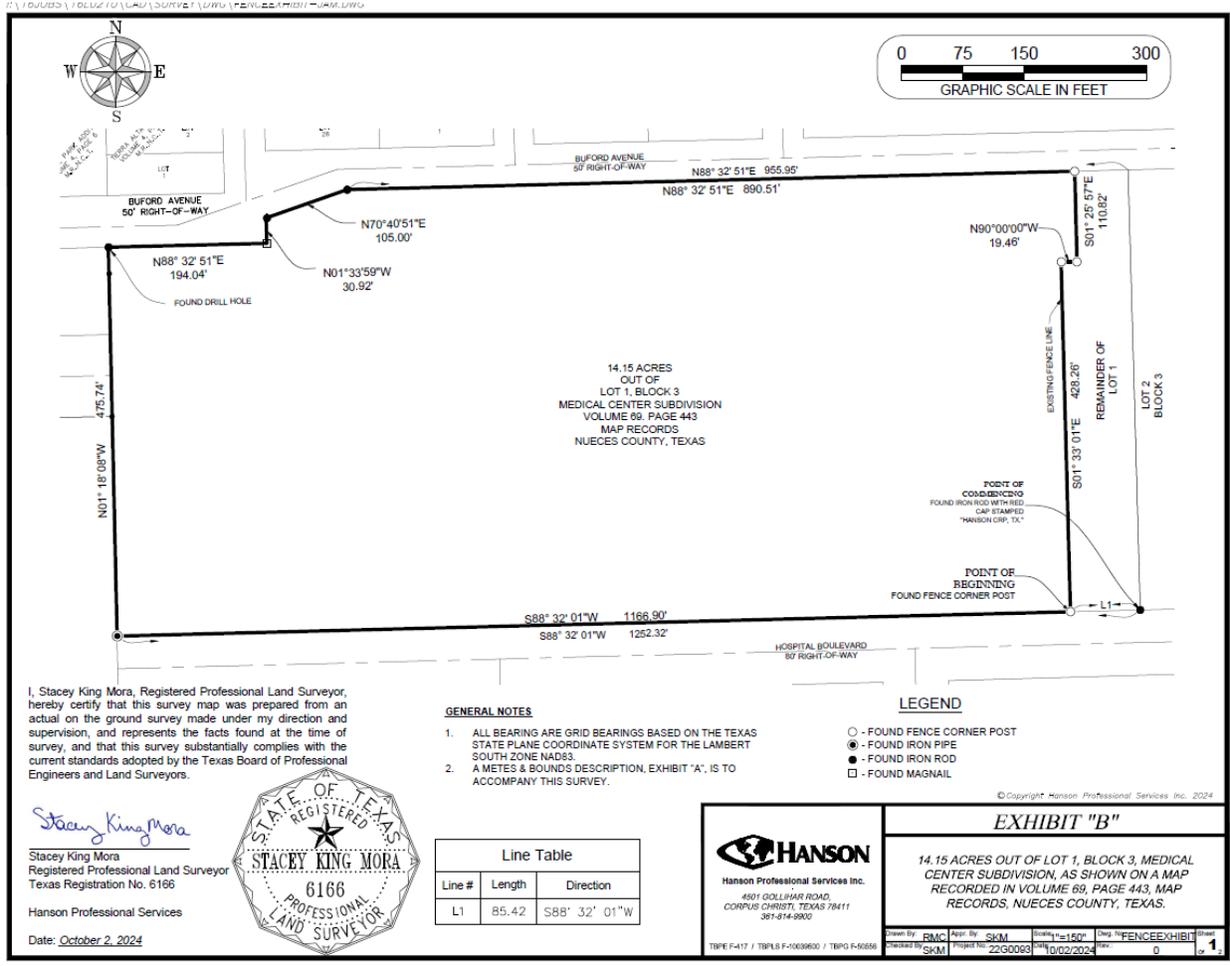
B. Nueces County Hospital District's Primary Care Clinic Under Construction.

Padre Island Neighborhood Care Clinic. 14000 South Padre Island Drive, Corpus Christi, Texas.

Lot Five (5), Block Four (4), Padre Island-Corpus Christi, Section 18, a Subdivision in the City of Corpus Christi, Texas, as shown by the map or plat thereof, recorded in Volume 57, page 105, Map Records of Nueces County, Texas; being a replat of Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Block Three (3), Padre Island-Corpus Christi Section 18, a map or plat of which is recorded in Volume 42, page 125, Map Records of Nueces County, Texas and being a part of and out of Park Lane and Mozambique Drive closed by Commissioners Court of Nueces County, Texas as recorded in Volume 1909, page 629, Deed Records of Nueces County, Texas.

Exhibit A-1

Former Memorial Medical Center Hospital



I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey map was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Engineers and Land Surveyors.

Stacey King Mora

Stacey King Mora
Registered Professional Land Surveyor
Texas Registration No. 6166

Hanson Professional Services

Date: October 2, 2024



GENERAL NOTES

- ALL BEARING ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD83.
- A METES & SOUNDINGS DESCRIPTION, EXHIBIT "A", IS TO ACCOMPANY THIS SURVEY.

LEGEND

- - FOUND FENCE CORNER POST
- - FOUND IRON PIPE
- - FOUND IRON ROD
- - FOUND MAGNAIL

Line Table		
Line #	Length	Direction
L1	85.42	S88° 32' 01"W



EXHIBIT "B"

14.15 ACRES OUT OF LOT 1, BLOCK 3, MEDICAL CENTER SUBDIVISION, AS SHOWN ON A MAP RECORDED IN VOLUME 69, PAGE 443, MAP RECORDS, NUECES COUNTY, TEXAS.

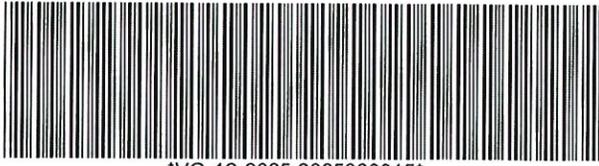
Drawn By	BMC	Appr. By	SKM	Scale	1"=150'	Drawn	FENCEEXHIBIT	Sheet	1
Checked By	SKM	Project No.	22G0063	Date	10/02/2024	Drawn		Sheet	1



November 14, 2024

CHRISTUS Spohn Health System is dedicated to the health and well-being of the community we are so blessed to serve. As such, we are committed to the Emergency Medicine Residency Program at CHRISTUS Spohn Hospital Corpus Christi – Shoreline for 12 years and beyond so that it is sustainable well into the future.

CHRISTUS Spohn Health System is proud to work together with the Nueces County Hospital District toward a healthier community with access to excellent care close to home.



VG-12-2025-2025000015

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2025000015

Public Notice

PUBLIC NOTICES

Recorded On: January 03, 2025 02:30 PM

Number of Pages: 7

" 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: 2025000015
Receipt Number: 20250103000110
Recorded Date/Time: January 03, 2025 02:30 PM
User: Paula G
Station: CLERK01

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT



Kara Sands

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

Main: (361)888-0580

Receipt: 20250103000110

Date: 01/03/2025

Time: 02:30PM

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	2025000015	7	\$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

NUECES COUNTY 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>

RECEIVED

JAN 03 2025

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, January 7, 2025 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=T2RVWFpZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Special Meeting
Tuesday, January 7, 2025 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.
- Mariana Garza, J.D.
- 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. 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.

6. 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. Discuss and consider approval of an Interlocal Agreement between Nueces County and Nueces County Hospital District relating to the provision of certain County employee benefits, including but not limited to health insurance, to Hospital District employees and other related matters; initial term October 1, 2024 - September 30, 2025. **(ACTION)**

B. Discuss and approve updated 89th Texas Legislative Session Bill drafts. **(ACTION)**

C. Receive 2025 Board of Managers and Board Committees meeting dates/times. **(INFORMATION)**

7. 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 and §551.074.

A. Consult with attorneys on matters relating to dispute resolution demand received from CHRISTUS Spohn Health System relating to the Amended and Restated Membership Agreement, pursuant to §551.071.

B. Consult with attorneys matters relating to the Amended and Restated Membership Agreement between Hospital District and CHRISTUS Spohn Health System Corporation, pursuant to §551.071.

C. Consult with attorneys on matters relating to CHRISTUS Spohn Health System's commitments to future graduate medical education and their emergency medicine residency program, pursuant to §551.071.

D. Consult with attorneys on matters relating to provisions of the Administrator's Employment Agreement, pursuant to §551.071 and §551.074.

8. 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. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider authorizing the Administrator to enter into a Letter Agreement with CHRISTUS Spohn Health System Corporation granting the Hospital District the ability to exercise a call right to provide for potential early access to certain leased assets in exchange for disbursing remaining escrow funds to CHRISTUS Spohn Health System and in acknowledgment of CHRISTUS Spohn Health's System's achievement of its green space commitment pursuant to Schedule 1, Section 3.9.7 of Amended and Restated Membership Agreement between Hospital District and CHRISTUS Spohn Health System Corporation, as amended, and resolving CHRISTUS Spohn Health System Corporation's December 2, 2024 Mediation Notice under Membership Agreement. **(ACTION)**

2. Discuss and consider disbursement of remaining escrow funds to CHRISTUS Spohn Health System Corporation in accordance with Item 8.A.1 above, and authorize the Administrator to execute related documents. **(ACTION)**

3. Receive a document dated November 14, 2024 on CHRISTUS Spohn Health System's letterhead that included statements concerning Spohn's commitment to future graduate medical education and their emergency medicine residency program and direct incorporation of the document/statements into the Hospital District's January 7, 2025 board meeting into meeting minutes. **(ACTION)**

4. Discuss and consider directing incorporation of the statements and commitments made by CHRISTUS Spohn Health System Corporation's Chief Executive Officer during the Hospital District's January 7, 2025 board meeting into meeting minutes. **(ACTION)**

5. Discuss and consider amending provisions of the Administrator's Employment Agreement. **(ACTION)**

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

9. ADJOURN

10. Public Meeting Posting Notice.