

**FIRST AMENDMENT
TO THE REFORMED COOPERATIVE AGREEMENT
TO OPERATE A PUBLIC HEALTH DISTRICT**

WHEREAS, the City of Corpus Christi (“City”) and Nueces County (“County”) previously entered into an agreement (“Agreement”) to cooperatively operate a public health district (“Health District”) for the benefit of both parties; and

WHEREAS, the City and County mutually desire to amend Attachment “B” (entitled “Terms and Conditions”) of the existing Agreement and associated attachments to the Terms and Conditions to include the revisions set out in this document (“First Amendment”).

Section 1. The language contained in the preamble above is incorporated by reference in this section.

Section 2. Part “A” of the Terms and Conditions of the Agreement is amended by adding new subpart “8” to read as follows:

“8. The County shall eliminate the Nurse Practitioner position, classified as a Grade H57 position, from Pay Plan HTH. The former Grade H57 position will be consolidated with the existing Senior Nurse Practitioner position in Grade H58 of Pay Plan HTH. Grade H58 Senior Nurse Practitioner position only will be compensated as set out in part G of these Terms and Conditions.”

Section 3. Part “G” of the Terms and Conditions of the Agreement is amended by revising the heading to read as follows:

“G. THE CITY AND COUNTY SHALL SHARE IN FUNDING SALARY AND BENEFITS OF THE DIRECTOR AND ASSISTANT DIRECTOR OF PUBLIC HEALTH ADMINISTRATION POSITIONS AND THE SENIOR NURSE PRACTITIONER POSITION AT THE PERCENTAGE OF 60% CITY AND 40% COUNTY. THE DIRECTOR SHALL BE HIRED BY AND REPORT TO THE CITY MANAGER AND COUNTY JUDGE. THE ASSISTANT DIRECTOR AND THE SENIOR NURSE PRACTITIONER SHALL BE HIRED BY THE DIRECTOR WITH THE CONCURRENCE OF THE CITY MANAGER AND THE COUNTY JUDGE. THE ASSISTANT DIRECTOR AND SENIOR NURSE PRACTITIONER SHALL REPORT TO THE DIRECTOR. (MOU Item 7)

Section 4. Part “G” of the Terms and Conditions of the Agreement is amended by adding new subpart “7” to read as follows:

“7. The Senior Nurse Practitioner position shall remain in Pay Plan HTH as a Grade H58 and shall be compensated as follows: \$110,000 annual salary and benefits. The County shall reimburse the City for 40% of the salary and benefits.

The City shall prepare an invoice detailing the salary and benefit costs by pay period and show the 40% amount owed to the City by the County. This invoice shall be sent to the County monthly.”

Section 5. Attachment “1” of the Terms and Conditions of the Agreement, entitled “Health District Job Title and Pay Grade Assignment,” is amended by deleting the reference on page 4 of the attachment to the “Nurse Practitioner – County (1)” and all associated line-item information, as shown in Exhibit “1” of this First Amendment, which exhibit is attached to and incorporated in this amendment by reference. Pursuant to the foregoing, the parties mutually agree that the revised Attachment “1” of the Terms and Conditions of the Agreement, as set out in Exhibit “1” of this First Amendment, replaces the former Attachment “1” of the Terms and Conditions of the Agreement upon final approval of this First Amendment unless expressly stated otherwise.

Section 6. Attachment “2” of the Terms and Conditions, entitled “Health District Pay Plan for Combined City/County Positions,” is amended by modifying the low, mid-point, and maximum pay grade range amounts to reflect that the Grade H58 position is to be compensated in accordance with the provisions included in part “G” of the Terms and Conditions to the Agreement, to be styled “Compensation Subject to Terms and Conditions of Public Health District Cooperative Agreement.”

Section 7. The City shall submit an amended pay plan ordinance incorporating the changes to the Grade H58 position in Pay Plan HTH as set out in this First Amendment, subject to final approval by the City Council.

Section 8. This First Amendment is made effective upon final approval of the parties’ governing bodies to the execution of this document by the parties’ representatives.

(EXECUTION PAGE FOLLOWS)

Executed this _____ day of _____, 2012

ATTEST:

NUECES COUNTY, TEXAS

Diane T. Barrera
County Clerk

Samuel L. Neal, Jr.
County Judge

APPROVED as to form: _____

Laura Garza-Jimenez
County Attorney

ATTEST:

CITY OF CORPUS CHRISTI, TEXAS

Armando Chapa
City Secretary

Ronald L. Olson
City Manager