

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

This second amendment ("**Second Amendment**") is made by and between the City of Corpus Christi ("**City**") and Nueces County ("**County**").

**WHEREAS**, the City and the County previously entered into an agreement effective April 21, 2009 ("**Agreement**"), to cooperatively operate a public health district ("**Health District**") for the benefit of both parties; and

**WHEREAS**, the City and the County previously amended the Pay Plan found in the Attachments 1 and 2 of Attachment "B" (entitled "**Terms and Conditions**") of the existing Agreement to include the revisions set out in the document entitled First Amendment to the Reformed Cooperative Agreement to Operate A Public Health District ("**First Amendment**") effective September 1, 2013; and

**WHEREAS**, the City and County acknowledge that the current Agreement, Terms and Conditions and First Amendment do not address the allocation of costs associated with the City providing the purchasing function for the Health District and cost associated with provision of facilities and information technology services for the Health District; 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 Second Amendment.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises made in this Amendment No. 2, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

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

**Section 2.** Part "E" of the Terms and Conditions of the Agreement is amended by adding new subpart "5" to read as follows:

"5. The City and County shall share in funding salary and benefits of a Buyer Position in the City's Purchasing Department at the percentage of 53.67% City and 46.33% County. The position will start at grade 204. Position benefits include retirement, health benefits, workers' compensation insurance and general liability insurance. The City and County shall continue to share in funding the salary and benefits for this position annually in the percentages listed and acknowledge that the cost of the salary and benefits for this additional position

may increase annually in accordance with City pay policies. The City shall bill the County monthly for salary and benefit cost sharing.

City agrees to provide written notice to County of any annual increase in the salary and benefits of the City Buyer Position via certified mail to County Judge, 901 Leopard, Room 303, Corpus Christi, Texas 78401 prior to effective date of such increase.

**Section 3.** The Terms and Conditions of the Agreement are amended by adding new Part "I" to read as follows:

**"I. Miscellaneous Cost Sharing Provisions**

1. The City and County shall share in the cost in providing information technology services to the Health District employees based on the percentage of City employees versus County employees. For fiscal year 2017 the estimated total cost to the City in providing information technology services for the employees of the Health District is \$234,120.00. The percentage contribution shall be 65.07% City and 34.93% County.
2. The City and County acknowledge that the cost associated in providing information technology services may increase annually. The City and County agree to continue to share in the cost based on the percentage of employees without having to amend this Agreement, unless the costs increase by more than 3% based upon the percentage change in the Consumer Price Index—All Urban Consumers (CPI-U) for the Houston-Galveston-Brazoria, TX area—All Items, during the one year period immediately preceding such Fiscal Year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or any revised or successor index hereafter published by the Bureau of Labor Statistics or other department of the United States Government succeeding to its functions.
3. The City and County shall share in the costs in providing facilities to the Health District employees at the percentage of 53.67% City and 46.33% County. For fiscal year 2017 the estimated total cost to the City in providing facilities to the Health District is \$200,136.00.
4. The City and County acknowledge that the costs associated in providing City facilities may increase annually. The City and County agree to continue to share in these costs based on the percentages in paragraph 3 without having to amend this Agreement, unless the costs increase by more than 3% based upon the percentage change in the Consumer Price Index—All Urban Consumers (CPI-U) for the Houston-Galveston-Brazoria, TX area—All Items, during the one year period immediately preceding such Fiscal Year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or any revised or successor index hereafter

published by the Bureau of Labor Statistics or other department of the United States Government succeeding to its functions.

5. The City shall bill the County annually for cost sharing associated with providing information technology services and facilities.
6. The City agrees to provide written notice to County of any annual increases in costs for facilities or information technology services via certified mail to County Judge, 901 Leopard, Room 303, Corpus Christi, Texas 78401 prior to the effective date of the increase.

**Section 4.** This Second Amendment is made effective October 1, 2017, and after final approval of the parties' governing bodies to the execution of this document by the parties' authorized representatives.

**(EXECUTION PAGE FOLLOWS)**

EXECUTED IN DUPLICATE, each of which is considered an original, on this the 13<sup>th</sup> day of September, 2017.

**CITY OF CORPUS CHRISTI**

**ATTEST:**

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Margie C. Rose  
City Manager

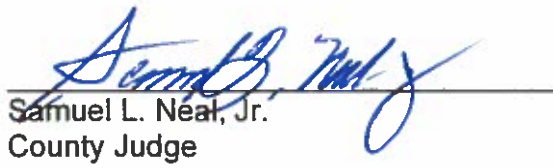
\_\_\_\_\_  
Rebecca L. Huerta  
City Secretary

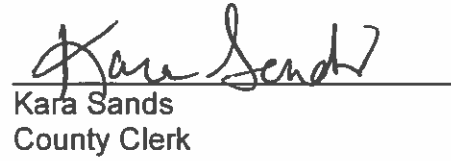
**APPROVED AS TO FORM:** \_\_\_\_\_, 2017

\_\_\_\_\_  
Yvette Aguilar  
Assistant City Attorney  
for the City Attorney

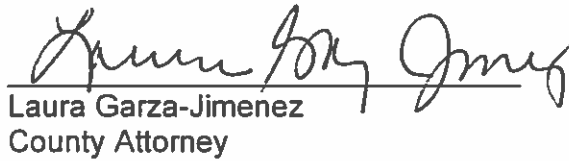
**Nueces County**

**ATTEST:**

  
Samuel L. Neal, Jr.  
County Judge

  
Kara Sands  
County Clerk

APPROVED AS TO FORM: September 18, 2017

  
Laura Garza-Jimenez  
County Attorney

