



CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION

June 1, 2024

Mr. Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua, Ste. 950
Corpus Christi, Texas 78401

Re: Letter Agreement to Provide General Counsel Services for the Nueces County Hospital District

Dear Mr. Hipp:

Thank you for selecting John B. Martinez, and Martinez Reilly, PLLC (the "Firm") to assist and represent the Nueces County Hospital District ("NCHD") as its General Counsel. I look forward to continuing to work with you and expect to render the services you require in the manner that will be of the greatest assistance to you. This Letter Agreement confirms and explains our representation.

Engagement/Scope of Work: The Firm has been engaged to assist and advise the NCHD in connection with its operations, including, but not limited to providing legal advice, drafting/reviewing legal documents, conducting negotiations, conducting legal research, representation in certain proceedings, and monitoring for statutory and regulatory compliance and ethical conduct. In addition, the engagement includes representation of the NCHD's interests as directed from time-to-time by the NCHD's Board of Managers designee and/or the NCHD's Administrator/Chief Executive Officer. The Scope of Work includes attending regular and special Board and Board Committee meetings and, meetings and conferences with the NCHD executive management staff as requested by NCHD Administrator/Chief Executive Officer to meet the needs of the NCHD; all meetings shall be in-person or as otherwise directed. The Scope of work does not include representation in any matter that is in litigation or otherwise a contested case. Any representation in such matters will be negotiated separately between the Firm and the NCHD if requested by the NCHD. The Scope of Work may be adjusted periodically depending on the needs of the NCHD and by written agreement executed by the NCHD and the Firm.

Our client in this matter is the NCHD including its Board of Managers and executive management staff in their official capacities. The Firm is not being retained to represent any NCHD Board member or executive management employee in their non-official capacities.

Points of Contact: To ensure coordination and proper reporting, I have been instructed to communicate with the NCHD's Administrator/Chief Executive Officer.

Our Retention of Records: I will maintain files related to this engagement that I, in my sole professional judgment, determine are necessary for the conduct of the representation. After the engagement ends, corresponding with the date of our last bill for services in this matter, we will maintain or destroy these files in accordance with our then-existing records retention policy.

Billing: I, John Martinez, will be the principal attorney. The NCHD will pay a monthly non-refundable retainer of \$5,000.00 (five thousand dollars) due on the first of the month. The retainer will cover any and all work as requested by the NCHD during the month. The retainer insures availability in future services to the District as undertaking such representation is likely to cause a loss of other employment opportunities as a result of the Firm's representation of the District.

The Firm will execute and submit all necessary accounting and/or legal forms (i.e., Department of the Treasury, Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification, etc.) as statutorily required or requested by the NCHD, prior to remittance of any payments by the NCHD for work.

Martinez Reilly, PLLC provides detailed statements for professional services performed, in-house services provided by the Firm, and out-of-pocket expenses, such as court costs, deposition costs, and travel incurred during the course of representation. We send statements for the monthly non-refundable retainer, legal services rendered, and for expenses on a monthly basis. To facilitate delivery and reduce paperwork, the Firm may transmit invoices via email. Unless instructed otherwise, invoices will be sent directly to the NCHD's Administrator/Chief Executive Officer at his email address. Unless other arrangements are made, payment for our fees and expenses will be due fifteen (15) days after your receipt of the statement.

Expenses: All reasonable Firm expenses relating to this engagement will be reimbursed to the Firm by the NCHD. The Firm will not incur any expenses without prior authorization by the NCHD. Prior authorization for expenses shall be obtained through email or text communication from the NCHD's Administrator/Chief Executive Officer.

Term and Renewal: The term of this Letter Agreement is June 1, 2024 – May 31, 2025. This Letter Agreement may be renewed for additional terms upon written agreement of the parties.

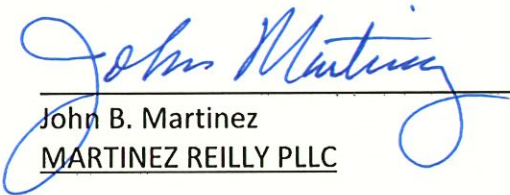
Termination: This Letter Agreement may be terminated upon thirty (30) days written notice by either party. NCHD shall send notice to the Firm's office via email at john@mrtrial.com and the Firm shall send notice to the NCHD's Administrator/Chief Executive Officer at jonny.hipp@nchdcc.org.

Independent Relationship: Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Firm shall be deemed at all times to be an independent contractor. The NCHD shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Letter Agreement. The Firm expressly agrees to indemnify and hold harmless the NCHD, 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 the Firm.

This document constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

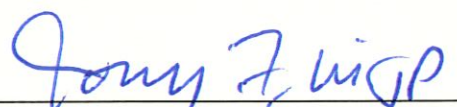
If you have any questions about our fees or work, now or in the future, I hope that you will call, write to me, or see me in person to discuss the details of the particular bill or any other matter which concerns you.

Very truly yours,



John B. Martinez
MARTINEZ REILLY PLLC

Nueces County Hospital District
Accepted:



Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Date: 06/01/2024