

AMENDMENT NO. 1

INTERLOCAL AGREEMENT REGARDING JAIL INMATE HEALTHCARE SERVICES
BETWEEN
NUECES COUNTY AND
NUECES COUNTY HOSPITAL DISTRICT

WHEREAS, the County of Nueces herein referred to as “County” is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

WHEREAS, the Nueces County Hospital District herein referred to as “Hospital District” is a political subdivision of the State of Texas, created and authorized under the Texas Constitution, Article 4, Section 9 and Texas Health and Safety Code §281.002 to provide medical healthcare and hospital care to the indigent residents of Nueces County and residing within the Hospital District’s boundaries.

WHEREAS, the County and Hospital District entered into an Interlocal Agreement, herein “Agreement” for a term of one year beginning on December 01, 2023 to November 30, 2024 for the purposes of providing funding from the Hospital District to the County for the costs incurred by the county for healthcare cares of inmates incarcerated in the Nueces County Jail facilities;

WHEREAS, the Agreement provided that the Hospital District’s would provide funding for a maximum amount of \$4,547,036.00 “Maximum Funding Amount” to be remitted to the County in equal monthly installments of \$378,919.66;

WHEREAS, the costs of actual inmate healthcare services for the period December 01, 2023 to November 30, 2024 will exceed the Maximum Funding Amount originally provided in the Agreement;

WHEREAS, the Hospital District and the County wish to increase the Maximum Funding Amount of the Agreement from \$4,547,036.00 to an amount not to exceed \$5,800,000.00.

NOW THEREFORE, Hospital District and County in consideration of the mutual agreements contained in the Agreement and the additional funding to be provided pursuant to this amendment do hereby mutually agree:

1. To strike paragraph 4A1 in the original Agreement under Section 4. OBLIGATIONS OF HOSPITAL DISTRICT AND COUNTY, in its entirety and replace it with the following:

A. HOSPITAL DISTRICT:

1. *Under the terms of this Agreement, The Hospital District’s Maximum Funding to the County during the Term herein shall not exceed \$5,800,000.00 (“Maximum Funding Amount)” to be remitted to the County in equal monthly installments of \$378,919.66 or in an amount appropriate*

to cover unpaid healthcare expenses that have been provided for inmates at the Nueces County Jail Facilities under the Agreement for the period of December 01, 2023 to November 30, 2024. In the event that Hospital Districts funding to the County under this Agreement reaches the Maximum Funding Amount herein provided during the term of the Agreement, the Hospital District's funding obligations hereunder shall end and the Hospital District shall not provide any additional funding to County during the Term of purposes of this Agreement.

All other provisions of Contract shall remain the same.

In WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement Amendment No. 1.

WITNESS our hands on this _____ day of November, 2024.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

By: _____
Name: Connie Scott
Title: County Judge
Date: _____

By: _____
Name: Jonny F. Hipp
Title: Administrator/Chief Executive Office
Date: _____

ATTEST:

By: _____
Kara Sands
County Clerk