



1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor - Keith Bell

Vacant - District A

Councilmember Michael Carlson - District C

Mayor Pro-Tem Joe Compian - District B

Councilmember Casey McAuliffe - District D

**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MEETING
of
JUNE 11, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting on Friday, June 11, 2021**, beginning at 4:00 p.m. **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference hosted through (ZOOM)** for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. **Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the Mayor will call on you in turn.**

(4) OLD BUSINESS

- a. Discussion/possible action regarding reconsidering and approving the Galveston County Health District revised Interlocal Agreement – City Manager C. Jackson
THIS ITEM WAS DENIED AT THE COUNCIL MEETING HELD ON JUNE 1, 2021, WITH THE CAVEAT THAT GALVESTON COUNTY COULD SPEAK TO CITY COUNCIL ON THE PROPOSED CHANGES

(5) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before June 8, 2021 before 4:00 p.m.

Robin Eldridge, TRMC
City Clerk

**NOTICE OF LA MARQUE
CITY COUNCIL
BY TELEPHONE CONFERENCE**

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a **Special Meeting on Friday, June 11, 2021 beginning at 4:00 PM in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference (ZOOM)** in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus/COVID-19. This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



CITY COUNCIL AGENDA FORM

Meeting Date: June 11, 2021

Prepared by: Charlene Warren

Agenda item: 4a

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving the Galveston County Health District revised Interlocal Agreement

X

ATTACHMENTS FOR REFERENCE

1. Ready Law Firm letter regarding Galveston County Health District and United Board of Health
2. Proposed Interlocal Agreement
3. 2002 Interlocal Agreement
4. 1981 Interlocal Agreement
5. 1971 Interlocal Agreement

STAFF BRIEFING:

- Galveston County Commissioners Court has requested the City's support in improving the United Board of Health (UBOH), the governing body of the Galveston County Health District (GCHD)
- The County proposes modifying the Interlocal Agreement (ILA) to allow for restructuring of the UBOH
- The County proposes modifying the UBOH from a thirteen-member board to a five-member board and the elimination of the professional specialty qualification requirements
- Commissioners Court believes simplifying the UBOH will allow the County to provide greater public health accountability, transparency, and improved financial oversight with the GCHD
- Under the current process, the Commissioners Court nominates candidates to member governments, and member governments vote to confirm or deny the nomination(s)
- These changes will allow the County to continue to support the Health District in efficiently providing services which alleviate burdens on the County and the cities
- According to the cover letter received from the Ready Law Firm, if the above modifications are not made, the County cannot continue to exclusively fund and support the Health District without greater financial oversight
- Historical ILAs, the proposed ILA revision, and the letter from Ready Law Firm are included to provide more detail

HISTORY:

1971 - Established by an ILA between Galveston County Commissioners Court and municipalities within Galveston County

1981 - The ILA was rewritten to simplify the funding structure with the County as the sole funding entity



CITY COUNCIL AGENDA FORM

2002 – Most recent ILA approved

TARGET IMPLEMENTATION: June 4, 2021

SIGNIFICANT ACTION DATES:

06/01/2021 – Council voted against this item; however, requested that it be returned to a future Council meeting, along with a representative from Galveston County present to answer questions

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special
Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - ILA | |
| ☒ Mark if this item does not conflict with any
Resolution, Ordinance or City Charter,
policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items#	
Other Funding	

STAFF'S RECOMMENDATION:

FISCAL IMPACT: N/A

STATE OF TEXAS)
COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

The Village of Bayou Vista
The City of Clear Lake Shores
The City of Dickinson
The City of Friendswood
The City of Galveston
The County of Galveston
The City of Hitchcock
The City of Jamaica Beach Village
The City of Kemah
The City of La Marque
The City of League City
The City of Santa Fe
The City of Texas City
The Village of Tiki Island

WITNESSETH:

- 1

the Commissioners' Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Member governments may submit any objections to any nominee within 30 days of nomination. On objection by any member government, Galveston County will reconsider the appointment at its next meeting, and the County may choose to either keep or replace the nominee. Any nominee not objected to or replaced is confirmed to the Board. Board members governments whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of five (5) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. Terms shall be staggered such that three (3) terms expire in odd calendar years and two (2) terms expire in even calendar years. All vacancies shall be filled by the appointing bodies as provided above.

2. Board members serve at the pleasure of the Commissioners Court. Any member may be removed from office by a majority vote of the Commissioners Court with or without cause; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. § 121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
 1. Monitor the health status of individuals in the community to identify community health problems.
 2. Diagnose and investigate community health problems and community health hazards.
 3. Inform, educate, and empower the community with respect to health issues.
 4. Mobilize community partnerships in identifying and solving community health problems.
 5. Develop policies and plans that support individual and community efforts to improve health.
 6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
 7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
 8. Ensure a competent workforce for the provision of essential public health services.
 9. Research new insights and innovative solutions to community health problems.
 10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the

Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.

5. The Board shall appoint an Executive Director (hereinafter the “Director”) to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health and Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County’s Community Health Center, Coastal Health and Wellness; (3) the Health Authority for the District, who shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District’s expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. § 121.006 of the Texas Health and Safety Codes, which are:
 1. Personal health promotion and maintenance services.
 2. Infectious disease control and prevention services.
 3. Environmental and consumer health programs
 4. Laboratory services.
 5. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

- I. Health Promotion and Maintenance
 - A. Personal Health Promotion
 - Immunization
 - Tuberculosis Elimination
 - Texas Health Steps
 - Home Visits
- II. Infectious Disease Control and Prevention
 - A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation
- C. Community collaboration

V. Basic Public Health Laboratory Services

VI. Indigent Health Care, as specified by Chapter 61 of the Texas Health and Safety Codes

9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
10. The provisions of Chapter 121 of the Texas Health and Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health and Safety Codes and this Agreement, Chapter 121 of the Texas Health and Safety Codes shall control.
11. A member government may withdraw from this Agreement upon giving to the Director in writing on (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provide however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.

12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
14. This Agreement constitutes the entire Agreement, and supersedes all prior agreements between the parties.
15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.
16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:

COUNTY OF GALVESTON

County Clerk

Judge Mark Henry

ATTEST:

VILLAGE OF BAYOU VISTA

City Secretary

Mayor Lou Wortham

ATTEST:

CITY OF CLEAR LAKE SHORES

City Secretary

Mayor Kurt Otten

ATTEST:

CITY OF DICKINSON

City Secretary

Mayor Sean Skipworth

ATTEST:

CITY OF FRIENDSWOOD

City Secretary

Mayor Mike Foreman

ATTEST:

CITY OF GALVESTON

City Secretary

Mayor Craig Brown

ATTEST:

CITY OF HITCHCOCK

City Secretary

Mayor Randy Strickland

ATTEST:

CITY OF JAMAICA BEACH VILLAGE

City Secretary

Mayor Steve Spicer

ATTEST:

CITY OF KEMAH

City Secretary

Mayor Terri Gale

ATTEST:

CITY OF LA MARQUE

City Secretary

Mayor Keith Bell

ATTEST:

CITY OF LEAGUE CITY

City Secretary

Mayor Pat Hallisey

ATTEST:

CITY OF SANTA FE

City Secretary

Mayor Jason Tabor

ATTEST:

CITY OF TEXAS CITY

City Secretary

Mayor Dedrick Johnson, Sr.

ATTEST:

VILLAGE OF TIKI ISLAND

City Secretary

Mayor Vernon “Goldie” Teltschick

[Hon. Mayor]
[City]
[Street]
[City, State ZIP]

May 3, 2021

Re: Restructuring the Galveston County Health District and United Board
of Health

[Hon. Mayor]:

The Galveston County Commissioners Court needs your support in improving the United Board of Health, the governing body over the Galveston County Health District. In response to the extreme challenges and expenses of the pandemic borne by the County, the County proposes modifying the UBOH to a five-member board appointed exclusively by the Commissioners Court.

The Health District operates a coordinated public health program providing essential services throughout Galveston County, which its member cities and the County would otherwise need to provide for themselves, ranging from restaurant permitting to pandemic responses. Though the Health District does provide some services like EMS and animal control on a fee basis, the bulk of the Health District's functions are funded exclusively by the County. Despite funding the Health District's core functions, the County has limited control over appointments to its 13-member governing board.

Simplifying the board will allow the County to provide greater public health accountability, transparency, and improved financial oversight with the Health District. These improvements will also allow the County to continue to contribute over \$8 million annually to Health District operations. Please discuss the attached amendment to the interlocal governing the Health District with your city council and contact the County's Director of Government Relations, Jed Webb, to discuss any questions or concerns. All participating cities need to agree to the proposed change.

Background

GCHD was established in 1971 by an interlocal agreement¹ between the Galveston County Commissioners Court and the municipalities within Galveston

¹ This agreement was originally formed in 1971 between the County of Galveston and cities of Texas City, La Marque, Hitchcock, League City, Friendswood, Kemah, Clear Lake Shores, Galveston, and

County as a response to the growing need for coordinated county-wide public health services. The Local Public Health Reorganization Act provides the authority to establish a public health district and requires that the district provide public health services as defined by the Act.² Once established, the Health District satisfied the County and cities' obligations to provide such public health services.

The Agreement was rewritten in 1981 to simplify the funding structure with the County as the sole funding entity.³ Ever since then, the Health District has provided cities inside Galveston County with substantial financial and operational benefits. Prior to this agreement city governments were responsible for developing, funding, implementing, and overseeing these services within their jurisdiction.

Listed below are a few examples of services currently provided exclusively by the Health District that, but for the arrangement described above, the cities within Galveston County would be responsible to operate.

Infectious Diseases and Public Health Authorities

Without the Health District each of the municipalities in Galveston County would either need to establish a local health department⁴ and/or appoint a physician to serve as health authority.⁵ The health authority is responsible to report on, track, and administer control measures over communicable diseases⁶ such as tuberculosis, HIV, and most recently, COVID-19.

The existence of the Health District and the current agreement that GCHD will be funded by the County are the reasons the County has borne primary responsibility to deal with the pandemic rather than the cities.

Galveston County Water District #1. The villages of Dickinson and Jamaica Beach, and the cities of Santa Fe, Crystal Beach joined as parties to this agreement in 1981. See attached Interlocal Agreements.

² TEX. HEALTH & SAFETY CODE ANN. § 121.043 (West 2015). "Public health services" means: (1) personal health promotion and maintenance services; (2) infectious disease control and prevention services, (3) environmental and consumer health programs; (4) public health education and information services; (5) laboratory services; and (6) administrative services. TEX. HEALTH & SAFETY CODE ANN. § 121.006(d) (West 2015).

³ See attached Interlocal Agreements.

⁴ TEX. HEALTH & SAFETY CODE ANN. § 121.031 (West 2019).

⁵ TEX. HEALTH & SAFETY CODE ANN. § 121.028 (West 2019).

⁶ TEX. HEALTH & SAFETY CODE ANN. § 81.001, *et seq.* (West 2019).

Food Regulation

The Texas Health and Safety Code provides public health districts with authority to permit and regulate food service establishments, retail food stores, mobile food units, and roadside food vendors.^{7, 8}

Under this authority, the Galveston County Health District operates a food safety program. Public health activities provided through the food safety program include compliance and complaint-driven inspections, permitting,⁹ food-borne disease investigations, and enforcement. Additionally, the Health District, through its food safety program, conducts risk assessments for each food establishment that applies for or renews a permit¹⁰ and regulates local farmers markets by issuing farmers market multi-temporary food service permits.¹¹

Sewage

The Texas Commission on Environmental Quality has established design criteria for on-site sewage facilities to provide the citizens of Texas with adequate public health protection and a minimum of environmental pollution. Chapter 366 of the Texas Health and Safety Code aims to eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, operation, and maintenance of on-site sewage. That chapter also authorizes a local governmental entity to implement and enforce rules to regulate the use of on-site sewage.

Under this authority, the Health District regulates on-site sewage facilities in order to abate or prevent pollution or injury to public health. These activities also include permitting all on-site sewage facilities and performing groundwater evaluations.

Swimming Pools

The Texas Health and Safety Code provides for the elimination and prevention of health hazards by regulating the planning and operation of public swimming pools

⁷ TEX. HEALTH & SAFETY CODE ANN. § 437.002 (West 2019).

⁸ The Board has the authority to adopt policies for the public health district. To allow for the District's food safety program, the Board adopted the Texas Department of State Health Service's Food Establishment Rules. See Galveston County Health District, Food Service Establishments Policy, § 2 (2011).

⁹ TEX. HEALTH & SAFETY CODE ANN. § 437.004 (West 2019).

¹⁰ *Id.* at § 3.

¹¹ *Id.* at § 5.

and spas under good public health engineering and safety practices.^{12, 13} The local regulatory authority is responsible for conducting inspections and investigating pool or spa facilities to ensure compliance with Texas law. The local regulatory authority may be a county, municipality, or other political subdivision of the state having jurisdiction over pools and spas, and associated facilities.¹⁴

Under this authority, the Health District currently operates the public and semi-public swimming pool and spa program to protect public health and safety by conducting compliance and complaint-driven inspections.¹⁵ The Health District also issues use-permits for the operation of public and semi-public pools, spas, and interactive water features within the county.

In addition to its primary functions, the Health District, in limited circumstances, contracts with individual member cities to provide supplemental services on a fee basis. Such programs include the Galveston County Health District's Animal Resource Center,¹⁶ which provides animal sheltering and control services to its participating cities, and the Galveston Area Ambulance Authority,¹⁷ which provides 911 emergency response, non-emergency interfacility transport services, tailored medical services for community events, and disaster and evacuation response.

By agreeing to the changes to the structure of the board, your communities will allow the County to continue to provide sole funding for core public health functions in addition to the fee-based services you may currently receive from the Health District under contract.

Galveston County United Board of Health

The Galveston County United Board of Health is the governing body of the Health District. It is authorized under Section 121.002 of the Texas Health and Safety Code and includes fourteen (14) local governments: Galveston County, Bayou Vista,

¹² TEX. HEALTH & SAFETY CODE ANN. § 341.064(g) (West 2017).

¹³ Also see 25 TEX. ADMIN. CODE §265.181 for established standards regarding public swimming pools and spas, to provide users with adequate public health and safety protection. (West 2021).

¹⁴ 25 TEX. ADMIN. CODE § 265.182(58) (West 2021).

¹⁵ Galveston County United Board of Health Policy, An Order Establishing Permitting and Enforcement of State Law And Rules for Public and Semi-Public Swimming Pools, Spas and Interactive Water Features § 15.

¹⁶ This separate interlocal agreement was formed in 2016 between the County of Galveston, the Galveston County Health District, the village of Tiki Island, and the cities of Bayou Vista, Hitchcock, Kemah, La Marque, and Texas City. See Galveston County Animal Services Agreement, § 1.

¹⁷ The GAAA serves the cities of Kemah, Clear Lake Shores, Bayou Vista, Hitchcock, and Jamaica Beach, and the Village of Tiki Island. See <https://www.gchd.org/ambulance-services/about-ambulance-services>.

Clear Lake Shores, Dickinson, Friendswood, City of Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, and Tiki Island. The Board was established by the same aforementioned interlocal agreement establishing the Health District.

The Agreement requires that the make-up of the Board meet stringent selection criteria, which have posed significant challenges for the Commissioners Court. Presently, the Agreement requires that the Board have thirteen (13) members, with both geographical as well as professional specialty requirements. The Board must have one licensed physician, one representative from University of Texas Medical Branch, one representative from Mainland Medical Center, one licensed veterinarian, one registered nurse, one licensed dentist, one member of the food service or food sales industry, one professional engineer (or, instead, an individual with particular higher education requirements with at least ten years of experience in the petrochemical industry field), and three interested citizens of Galveston County.

Under the current selection process, the Commissioners Court nominates candidates to the member governments. The member governments then vote to confirm or deny the nomination. If a candidate does not receive a majority vote, the Commissioners Court must try again. Because of the large size of the Board and the constraints on eligibility, it has been challenging for the Commissioners Court to identify a sufficient pool of qualified applicants to nominate for the Board's vacancies. Currently, all Board members are holdovers from expired terms.

Proposed Modifications to the Galveston County United Board of Health

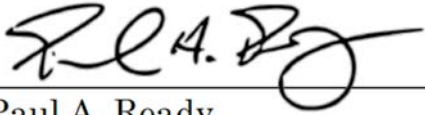
The County proposes modifying the interlocal agreement to allow for the restructuring of the United Board of Health. The Commissioners Court proposes that the Agreement eliminate the professional specialty qualification requirements for the Board and that the number of Board positions decrease from thirteen to five, which are to be exclusively appointed by the Commissioners Court.

These changes will allow the County to continue to support the Health District in efficiently providing services which alleviate burdens on the County and the cities. If the above-suggested modifications are not made, the County cannot continue to exclusively fund and support the Health District without greater financial oversight.

In the coming weeks, you are invited to discuss this issue with your city councils and communicate any concerns with Jed Webb, Director of Government Relations for the County of Galveston, by calling 409-766-2244 or emailing jed.webb@co.galveston.tx.us. Otherwise, please execute and return the attached amended interlocal agreement by Friday June 4, 2021.

Sincerely,

Jed Webb
Director of Government Relations
Galveston County, Texas



Paul A. Ready
Ready Law Firm, PLLC
General Counsel to Galveston County

Attachments:

1. Proposed interlocal agreement
2. Current interlocal agreement
3. 1981 interlocal agreement
4. 1971 interlocal agreement

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or salary. After consultation with the member governments, the Commissioners' Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of:

- One (1) licensed physician recommended by the Galveston County Medical Society.
- One (1) representative from UTMB.
- One (1) representative from Mainland Medical Center.
- Two (2) representatives from the municipalities from within Galveston County .
- One (1) licensed veterinarian
- One (1) registered nurse
- One (1) practicing licensed professional engineer engaged in civil and/or sanitary engineering or an individual with a BS or BA from an accredited State College or University with at least ten (10) years experience in the Petrochemical Industry Field.
- One (1) licensed dentist.
- One (1) member of the food service/food sales industry
- Three (3) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. §121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
 1. Monitor the health status of individuals in the community to identify community health problems.
 2. Diagnose and investigate community health problems and community health hazards.
 3. Inform, educate, and empower the community with respect to health issues.
 4. Mobilize community partnerships in identifying and solving community health problems.

5. Develop policies and plans that support individual and community efforts to improve health.
 6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
 7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
 8. Ensure a competent workforce for the provision of essential public health services.
 9. Research new insights and innovative solutions to community health problems.
 10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.
 5. The Board shall appoint an Executive Director (herein the "Director") to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health And Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
 6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County Coordinated Community Clinics; and (3) the Health Authority for the District or appoint the Health Authority with approval of the Board. The Director shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
 7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
 8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. §121.006 of the Texas Health and Safety Codes, which are:
 1. Personal health promotion and maintenance services.

2. Infectious disease control and prevention services.
3. Environmental and consumer health programs.
4. Public health education and information services.
5. Laboratory services.
6. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Health Promotion and Maintenance

A. Personal Health Promotion

- Immunization
- Tuberculosis Elimination
- Texas Health Steps
- Home Visits

B. Public Health Promotion

- Community Education
- Public Health workforce training.

II. Infectious Disease Control and Prevention

A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation
- C. Community collaboration

V. Basic Public Health Laboratory Services.

VI. Indigent Health Care

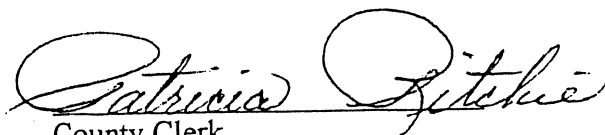
- As specified by Chapter 61 of the Texas Health and Safety Codes

9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
10. The provisions of Chapter 121 of the Texas Health And Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health And Safety Codes and this Agreement, Chapter 121 of the Texas Health And Safety Codes shall control.
11. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.
12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
14. This Agreement constitutes the entire Agreement, and supercedes all prior agreements between the parties.
15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.

16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:


County Clerk

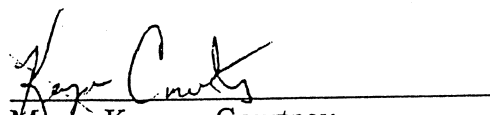
COUNTY OF GALVESTON


Judge James D. Yarbrough

ATTEST:


City Secretary

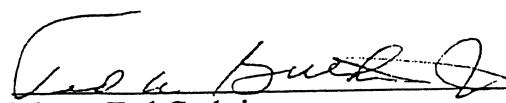
VILLAGE OF BAYOU VISTA


Mayor Kenyon Courtney

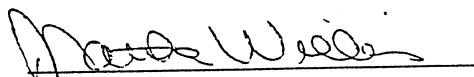
ATTEST:


City Secretary

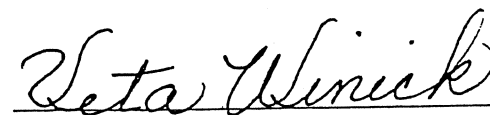
CITY OF CLEAR LAKE SHORES


Mayor Ted Guthrie

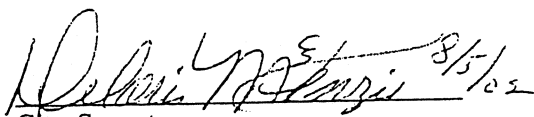
ATTEST:


City Secretary

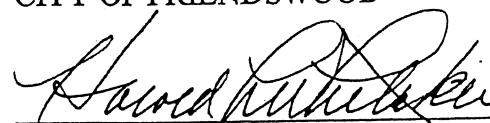
CITY OF DICKINSON


Mayor Veta Winnick

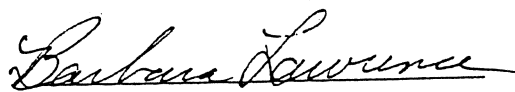
ATTEST:


City Secretary

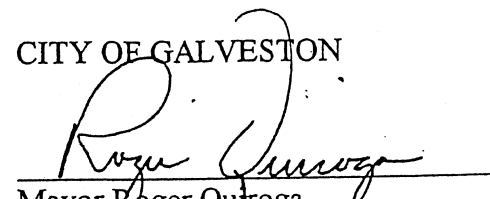
CITY OF FRIENDSWOOD


Mayor Harold Whitaker

ATTEST:


City Secretary

CITY OF GALVESTON


Mayor Roger Quiroga

ATTEST:

Rose Marie Theiler
City Secretary

CITY OF HITCHCOCK

Sharon Enge
Mayor Kyle Campbell
Mayor Pro-Tem Sharon Enge

ATTEST:

T. D. White
City Secretary

CITY OF JAMAICA BEACH VILLAGE

V. Pierson
Mayor Victor Pierson

ATTEST:

Stephy Pierce
City Secretary

CITY OF KEMAH

W. E. King
Mayor William E. King

ATTEST:

Bonnie Smith
City Secretary

CITY OF LA MARQUE

Larry Crow
Mayor Larry Crow

ATTEST:

Barbara Nugent
City Secretary

CITY OF LEAGUE CITY

A. Jeff Harrison
Mayor Jeff Harrison

ATTEST:

Janet L. Davis
City Secretary

CITY OF SANTA FE

Robert Cheek
Mayor Robert Cheek

ATTEST:

Pamela A. Lawrence
City Secretary

CITY OF TEXAS CITY

Carlos Garza
Mayor Carlos Garza

ATTEST:

Karen Hagelman
City Secretary

VILLAGE OF TIKI ISLAND

Charles Everts
Mayor Charles Everts

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

§ 121.001. Short Title

This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 121.044. Cooperative Agreement

(a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

HEALTH DISTRICT AGREEMENT

THE STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

WHEREAS, Article 4447a, Texas Civil Statutes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County;

THEREFORE, for and in consideration of these premises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

The County of Galveston
The City of Galveston
The City of Texas City
The City of LaMarque
The City of Hitchcock
The City of League City
The City of Friendswood
The City of Kemah
The City of Clear Lake Shores
The Village of Dickinson
The City of Santa Fe
The City of Crystal Beach
The Village of Jamaica Beach
Galveston County Water Control &
Improvement District #1

on this the _____ day of _____, A.D., 1981:

W I T N E S S E T H :

1. The Parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of

the Galveston County Health Board (hereinafter the "Board") which shall consist of nine (9) members who are resident citizens of Galveston County and who shall serve without compensation or salary. After consultation with the member governments, the Commissioners' Court of Galveston County will submit to the member governments at least one nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of three licensed physicians approved by the Medical Society of Galveston County (one of said physicians to be on the staff at UTMB), one licensed veterinarian, one registered nurse, one practicing licensed professional engineer engaged in civil and/or sanitary engineering, one licensed dentist, one member of the food service/food sales industry and one interested citizen of Galveston County. Board members shall serve for a period of two years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.

3. The Board shall perform all the public health functions pertaining to public health which any of its component members is authorized to perform. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the

Chairman or by a majority of the Board members.

4. The Board shall appoint a Director to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Section 5 of Article 4447a Texas Civil Statutes, as same may be amended from time to time. The Director shall be a member ex-officio of the Board, but shall not have the right to vote in any decision made by the Board. The Board may at any time for good cause remove the Director.

5. The Director shall discharge the duties of the following offices: (1) The Chief Executive and Medical Officer of the Public Health District Offices; (2) the project director of the County Coordinated Community Health Clinics; (3) The County Health Officer; (4) the budget officer for the Health District, i.e.,: he shall be responsible for the preparation of all budget requirements to be submitted to each member government with approval of the Board, and (5) the Chief Executive Officer over the Galveston County Air Pollution Department, (6) the Health Officer for each of the member governments. The Director shall be responsible for all purchasing, and shall conduct the same as authorized and directed by the Board.

6. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources, with the cooperation of the University of Texas Medical Branch and the County Medical Society where applicable, to further strengthen a comprehensive medical program in the District.

7. The member governments agree that the District shall have the authority to set and collect fees for the issuance of health licenses and permits, and for conducting health and sanitation inspections for the member governments;

provided however, any fees so set or collected must be approved in advance by at least a majority of the members governments. Where the District requires a permit, the member governments agree not to require their own Health Permits for the operation of the following businesses: food service locations, grocery stores, bars, wholesale and retail food dealers, vending machines, swimming pools, water wells, septic tanks, garbage trucks, child care facilities, nursing homes, or for other functions, or establishments or places or locations regulated or monitored by the Health District in the discharge of the responsibilities enumerated below. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Personal Health Promotion and Maintenance

A. Maternal Health

1. Prenatal care and planning for delivery
2. Postnatal care

B. Child Health

1. Infant (first year of life)
2. Preschool (age 1 year to entry of school)

C. Family Planning

D. Adult Health

E. Dental Health

F. Geriatric Health

G. Screen for disease detection and follow-up

II. Infectious Disease Control and Prevention

- A. The program shall apply to all communicable disease and shall include special programs for venereal disease and tuberculosis
- B. Basic epidemiological services
- C. Immunizations

III. Environmental Health Programs related to:

- A. Food
- B. Waste Control, Solid and Hazardous
- C. General Sanitation
- D. Vector Control
- E. Air Quality
- F. Noise Control
- G. Industrial Hygiene
- H. Drinking Water

IV. Administrative Services

- A. Records and data maintenance plus analysis
- B. Management-business and personnel
- C. Planning and Evaluation

V. Basic Public Health Laboratory Service

8. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.

9. The provisions of Article 4447a, Texas Civil Statutes, shall be applicable to the District. In the event of a conflict between Article 4447a and this Agreement, Article 4447a shall control.

10. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Withdrawal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.

11. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this agreement shall be deemed in full force and effect without further action of any of the members.

12. This Agreement constitutes the entire Agreement, and supercedes all prior Agreements between the parties.

13. This Agreement shall become effective when executed by the Parties hereto, as of the day and year first above written.

ATTEST:

Mary Jane Christensen
County Clerk

COUNTY OF GALVESTON

By: Ray Holbrook
County Judge

ATTEST:

Paul C. [Signature]
City Secretary

CITY OF TEXAS CITY

By: Ernest J. [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

CITY OF LA MARQUE

By: [Signature]
Mayor

ATTEST:

Jayce Balke
City Secretary

CITY OF HITCHCOCK

By: Harry W. Robinson
Mayor

ATTEST:

[Signature]
City Secretary

CITY OF LEAGUE CITY

By: Joe L. [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

CITY OF FRIENDSWOOD

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

CITY OF KEMAH

By: [Signature]
Mayor

ATTEST:

Jane Rathwell
City Secretary

CITY OF CLEAR LAKE SHORES

By:

John A. Robert
Mayor

ATTEST:

Patsy McPhee
City Secretary

CITY OF GALVESTON

By:

Emi Manner
Mayor

ATTEST:

Sta. H. Strawn
City Secretary

VILLAGE OF DICKINSON

By:

Leah B. Holey
Mayor

ATTEST:

Maxie McDrath
City Secretary

CITY OF SANTA FE

By:

John A. Robert
Mayor

ATTEST:

City Secretary

CITY OF CRYSTAL BEACH

By:

Mayor

ATTEST:

James D. Watford
City Secretary

VILLAGE OF JAMAICA BEACH

By:

Charles O. Koch
Mayor

ATTEST:

William F. Crocker
Secretary

GALVESTON COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT #1

By:

Richard D. Diehl
President of Board of
Managers

GALVESTON, TEXAS. FEBRUARY 8, 1971.

At a Recessed Regular Monthly Session of the Commissioners' Court of Galveston County, Texas, held upon this day, there being present County Judge Holbrook, presiding; Commissioners Llewellyn, Carmona, Hopkins, and Lawrence; County Clerk Gertrude McKenna by Chief Deputy J. G. Humphrey, Jr.; County Auditor Caro; County Purchasing Agent Solari; County Engineer Gresham; and Attorney for the Court William D. Decker.

H.C. mainland Cities Health Dept - furnished in 1940'2-

Lawrence, and carried; It is Ordered by the Court that the following Agreement be and is approved:

STATE OF TEXAS I

COUNTY OF GALVESTON I

This Agreement entered into by and between the County of Galveston, Texas, and the City of Texas City, City of LaMarque, City of Hitchcock, City of League City, City of Friendswood, City of Kemah, City of Clear Lake Shores, City of Galveston and Galveston County Water District #1, for the purpose of creating and operating Galveston County Health District; a non-taxing district which will be hereinafter referred to as the "District".

Whereas Article 4447a, VACS authorizes the establishment of a Health District by counties, cities and other governmental entities for the operation of a coordinated County-wide health program,

It is the desire of all participating and contributing governmental bodies to establish a Health District by mutual agreement for the operation of a coordinated health program throughout Galveston County. The Health District will consist of at least two (2) divisions; one in the City of Galveston and one on the Mainland which shall maintain their atonomy and which shall operate as separate divisions but shall be coordinated and cooperative under the full authority of the Health Director.

The District shall be under the direction and supervision of a County Health Board which shall consist of nine (9) members who are resident citizens of the County and who shall serve without compensation or salary. The Board shall be appointed by /^{unanimous} agreement among the participating agencies, and shall consist of three (3) legally qualified, licensed and practicing physicians approved by the Medical Society of the County, one of said physicians

to be on the Staff at the University of Texas Medical Branch, one legally qualified, licensed and practicing Veterinarian, one legally qualified, licensed and practicing Dentist, one registered nurse, one legally qualified, licensed professional engineer who is in the active practice of civil-sanitary engineering, and two interested citizens at large. The terms of the first appointees shall be so arranged that three (3) shall serve for one (1) year, three (3) shall serve for two (2) years, and three (3) shall serve for three (3) years, and thereafter, all appointments shall be for a period of three (3) years, except those appointees who shall fill the unexpired term of some member. All vacancies caused by the expiration of a term, death, or resignation, or removal of members shall be filled by the appointing bodies as provided above. Any member may be removed from office by a majority vote of the appointing bodies (County of Galveston, City of Galveston, City of Texas City, City of La Marque, City of Hitchcock, City of League City, City of Friendswood, City of Kemah, City of Clear Lake Shores, Galveston County Water District #1, and any other governmental agencies which may qualify as a participating agency in the future) for neglect of duty, incompetence, malfeasance, or conviction of a felony or misdemeanor involving moral turpitude; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the appointing authorities of such fact, so that same may be filled.

The Board shall advise and make recommendations as to the health functions of the District to the Director and to the participating governmental agencies. The Director shall be a member ex-officio of the Board, but shall not have the right to vote. The Board shall elect a chairman, a vice-

chairman, and a secretary from its members and shall adopt rules for the conduct of its meetings. A majority of the voting members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meeting as may be called by the Chairman or a majority of the Board.

Said Health Board shall be authorized to appoint a Director to actively manage the operation of the District. The salary of such Director shall be recommended by the Health Board and approved by the participating governmental agencies. Said salary shall be paid by the County and one or more of the participating governmental agencies. Said Health Board may at any time for good cause remove said Director.

Said Director shall possess the qualifications and requirements as provided in Section 5 of Article 4447a to wit: "The Director shall be a physician licensed or eligible to be licensed to practice medicine in the State of Texas and shall possess such other qualifications as may be specified in the agreement. He need not be a resident of the district at the time of his appointment, but he shall maintain his residence within the district during his tenure of office".

"The Director shall take and subscribe to the official oath, and shall file a copy of such oath and copy of his appointment with the State Board of Health; and until such copies are filed, ~~he shall not be deemed legally qualified.~~ He shall be compensated in accordance with the terms of the agreement under which the district is formed." and have the approval of the Texas State Department of Health before said Board appoints said Director.

The duties and the responsibilities of the Director shall be as follows: (1) The Chief Executive and Medical Officer of the Public Health District offices in Galveston and on the Mainland of Galveston County; (2) the Project Director of the County Coordinated Community Health Clinics; (3) The County Health Officer, (4) the budget officer for the Health District, ie: he shall be responsible for the preparation of all budget requests to be submitted to the participating governmental agencies with approval of the Health Board and (5) the Chief Executive Officer over the Galveston County Air Pollution Department. The Director shall also coordinate with the Galveston County Medical Society and the University of Texas Medical Branch on all public health matters and if agreed between the University of Texas Medical Branch and the Director, the Director may be appointed to the Staff of the University of Texas Medical Branch with said Staff appointment not to interfere with his duties as Director of the Health District. Said Director shall be responsible for all purchasing, and shall conduct the same in the authorized and legal manner used by the participating governmental agencies.

The Health Board shall be the policy setting Board for all public health matters in Galveston County and shall be charged with the responsibility of applying for grants to the State, Federal Government, or private sources with the cooperation of the University of Texas Medical Branch and the County Medical Society where applicable to further strengthen a comprehensive medical program of the Health District.

Any city health officer or employee of any Division

who is serving at the time this District is created may continue to render health services which are not in conflict with that of the Director of the District.

It is agreed to by all of the participating governmental agencies that the provisions and intent of Article 4447a, VACS shall be applicable to this District wherein there is no conflict between Article 4447a and this agreement. In the event of a conflict this agreement shall control and be binding on all parties.

Should a participating governmental agency decide to withdraw from this agreement, it shall give six (6) months (180 days) notice, in writing, to the Director of this decision. Upon the expiration of the six (6) months period this agreement shall then no longer bind such participating governmental agency; however, the fiscal responsibility will be encumbered to the end of the Health District's fiscal year - namely December 31.

Feb 8, 1971
Date Approved

ATTEST:

GERTRUDE MCKENNA
County Clerk

Ray Holbrook
RAY HOLBROOK, County Judge

By J. G. Humphrey, Jr. Chief Deputy
J. G. Humphrey, Jr.

THE STATE OF TEXAS, }
County of Galveston. }

I, GERTRUDE McKENNA, County Clerk and Ex-officio Clerk of the Commissioners' Court in and for Galveston County, State of Texas, do hereby CERTIFY that the above and foregoing is a true and correct copy of an ORDER of said Commissioners' Court made and entered February 8, 1971,

as the same appears of record in my office, in the Minutes of said Commissioners' Court, Book No. 39 , on Pages Nos. ---- .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the impress of the official seal of said Commissioners' Court, at my office, in the City and County of Galveston, State of Texas, on this the 10th day of February A.D., 1971.

GERTRUDE McKENNA, Clerk County Court,
and Ex-officio Clerk Commissioners' Court
of Galveston County, Texas.

By Jessie G. Kirkendall Deputy.
Jessie G. Kirkendall