

HEALTH DISTRICT AGREEMENT

STATE OF TEXAS )  
COUNTY OF GALVESTON )

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Chapter 121 of the Texas Health And Safety Codes, 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 those promises, 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 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

On this the 2nd day of December, A.D., 2002 :

WITNESSETH:

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 United Board of Health (hereinafter the "Board") which shall consist of thirteen (13) members who have resided in the District for a period of three (3) years 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 (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.

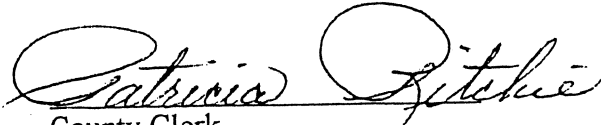
VI. Indigent Health Care

- 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

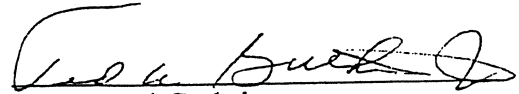
VILLAGE OF BAYOU VISTA

  
Mayor Kenyon Courtney

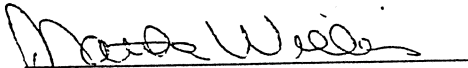
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City Secretary

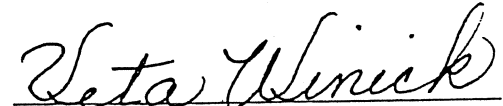
CITY OF CLEAR LAKE SHORES

  
Mayor Ted Guthrie

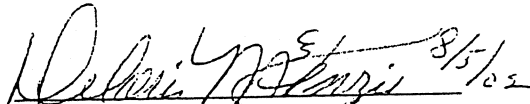
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City Secretary

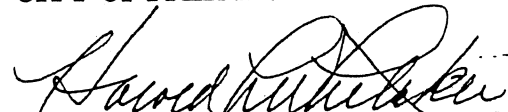
CITY OF DICKINSON

  
Mayor Veta Winnick

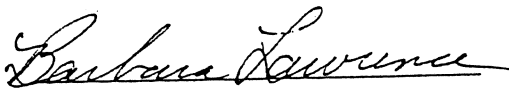
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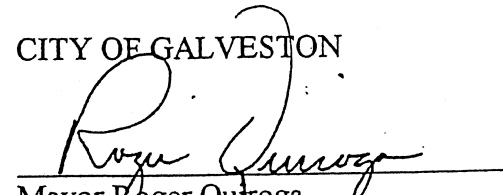
CITY OF FRIENDSWOOD

  
Mayor Harold Whitaker

ATTEST:

  
City Secretary

CITY OF GALVESTON

  
Mayor Roger Quiroga

ATTEST:

Rose Marie Shields  
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:

Amy 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 Hageman  
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.