



**THE ATTORNEY GENERAL
OF TEXAS**

AUSTIN 11, TEXAS

**WILL WILSON
ATTORNEY GENERAL**

October 2, 1957

Honorable Joe Resweber
County Attorney, Harris County
Harris County Courthouse
Houston 2, Texas

Opinion No. WW-267

Re: May County Funds legally be disbursed if any part thereof be used to pay expense items incurred in connection with a contract entered into between the Trustees of Baylor University and the Board of Managers of Jefferson Davis Hospital?

Dear Mr. Resweber:

You have requested an opinion of this office concerning disbursement of County Funds under the provisions of a certain contract. In your request, you posed the following question:

"Are County funds legally disbursed if any part thereof be used to pay expense items incurred in connection with the attached contract between the Trustees of Baylor University and the Board of Managers of Jefferson Davis Hospital?"

Article 4494i, Vernon's Civil Statutes, reads in part as follows:

"Section 1. Any county of the State and any incorporated city or town within such county, acting through the Commissioners Court of such county and the governing body of such city or town, may jointly establish, erect, equip, maintain and operate a hospital or hospitals for the care and treatment of the sick, infirm, and/or injured; and for the purposes of establishing, erecting, equipping, maintaining and operating such a hospital or hospitals, the Commissioners Court of any county and the governing body of any city or town within such county may, by resolution or other appropriate action, confer upon, delegate to and grant to a Board of Managers

as hereinafter provided, full and complete authority to establish, erect, equip, maintain and operate such hospital or hospitals. . . .

". . .

"Sec. 4. Such Board of Managers shall have full and complete authority to enter into any contract connected with or incident to the establishment, erection, equipping, maintaining or operating such hospital or hospitals, and in this connection shall have authority to disburse and pay out all funds set aside by such county and such city or town for purposes connected with such hospital or hospitals, and such action by such city or town as though such action had been taken by the Commissioners Court of such county or governing body of such city or town.

". . .

"Sec. 7. In connection with the erection and equipping of such hospital or hospitals said Board of Managers shall have the authority to determine the manner of expending any funds that may have been provided by such county and such city or town for such purpose, whether by the issuance of bonds or other obligations, or by appropriations from other funds of such county and city or town, it being the intention by this Act to grant to such Boards the complete authority to manage and control all matters affecting such hospitals, reserving to such county and city or town the right only to appoint members to such Board of Managers and to approve the annual budget hereinabove provided for."

The above quoted provisions clearly grant to the Commissioners Court of any county and to the governing body of any city or town the power to erect, equip and operate a joint city-county hospital. They further provide that the operation of the hospital shall be under the control of a Board of Managers who shall have "full and complete authority to enter into any contract connected with or incident to the establishment, erection, equipping, maintaining or operating such hospital".

Pursuant to the provisions of Article 44941, Vernon's Civil Statutes, Harris County and the City of Houston entered into the joint operation of Jefferson Davis Hospital. In

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accordance with the above quoted provisions, the Board of Managers of Jefferson Davis Hospital entered into a contract with the Board of Trustees of Baylor University, whereby the University, through its Medical School located in Houston, agreed to furnish certain personnel and services to Jefferson Davis Hospital in return for the performance of other services on the part of the Board of Managers.

It is our opinion that inasmuch as the contract in question provides for an increase in the professional staff and the medical facilities of Jefferson Davis Hospital, it is a contract which clearly falls within the discretion of the Board of Managers of the hospital, inasmuch as it is incident to the operation of the hospital. This being so, we see no reason why county funds which have been allocated to the hospital by the Commissioners Court of Harris County, should not be spent to pay expenses incurred in connection with the provisions of the contract in question. For this reason, we answer your question in the affirmative.

S U M M A R Y

County funds may legally be disbursed even though a part thereof be used to pay expense items incurred in connection with a contract between the Trustees of Baylor University and the Board of Managers of Jefferson Davis Hospital.

Very truly yours,

WILL WILSON
Attorney General of Texas

By

Wayland C. Rivers, Jr.
Wayland C. Rivers, Jr.
Assistant

WCR:zt

APPROVED:

OPINION COMMITTEE
Geo. P. Blackburn, Chairman
Wayland C. Rivers, Jr.
John H. Minton, Jr.
W. V. Geppert
J. C. Davis, Jr.

REVIEWED FOR THE ATTORNEY GENERAL
BY:

James N. Ludlum