

**GALVESTON COUNTY HEALTH DISTRICT  
ANIMAL SERVICES ADVISORY COMMITTEE**

**AGENDA**

(Proposed)

9850-A Emmett F. Lowry Expressway, Texas City, Texas 77591

Board Room

Thursday, December 13, 2018 12:00 Noon

**CONSENT AGENDA:** All items marked with a single asterisk (\*) are parts of the consent agenda and require no deliberation by the Animal Advisory Committee. Any Committee member may remove an item from this agenda to be considered separately.  
**APPEARANCE:** A citizen desiring to make comment to the Committee shall submit a written request to the Director by noon on the fifth day preceding the Advisory Committee Meeting. A statement of the nature of the matter to be considered shall accompany the request. The Director shall include the requested appearance on the agenda, and the person shall be heard if he or she appears.  
**QUORUM:** A majority of the members (7) with at least (4) City reps and (1) County rep present shall constitute a quorum

Meeting Called to Order

- \*Item #1 **ACTION**..... Agenda
- \*Item #2 **ACTION**..... Excused Absence(s)
- \*Item #3 **ACTION**..... Approval of Minutes from August 9, 2018
- Item #4..... ARC Manager Report
- Item #5 **ACTION**..... Financial Report for September 2018 and Review of Fund Balance Reserve
- Item #6 ..... Follow Up Regarding Hurricane Harvey Donation
- Item #7 **ACTION**..... Consider for Approval Proposed Changes to the Galveston County Animal Services Policy for Submission to the United Board of Health
- Item #8 **ACTION**..... Consider Donation of a Disaster Trailer from the American Kennel Club (AKC) for Submission to the United Board of Health
- Item #9..... Comparative Data Summary (2018-2017) (Intake and Dispositions)
- Item #10..... Update from Animal Services Advisory Committee Members
- Item #11..... Public Comments

**Adjournment**

*Tentative Next Meeting: February 14, 2019*

*At the discretion of the Advisory Committee Chair, persons who have not submitted written request may be permitted to comment on posted agenda item (s) (limit three (3) minutes per person). In compliance with Texas Open Meeting Act the Animal Advisory Committee may not deliberate on comments. Personal attacks will not be allowed and personnel matters should be addressed to the Animal Services Manager during normal business hours.*

**MEMBERS MAY BE REACHED DURING THE MEETING AT 938-2288**  
**ANY PERSON REQUIRING SPECIAL ACCOMMODATION SHOULD CONTACT**  
**AMANDA WOLFF AT (409) 938-2273 48 HOURS PRIOR TO THE MEETING.**

Posted by: Amanda Wolff



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #2**

**Excused Absence(s)**



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #3**

**Approval of Minutes from August 9, 2018**

**Animal Services Advisory Committee Meeting Minutes**  
**August 9, 2018 12:00 Noon**

**In Attendance:**

Eric Froeschner, UBOH  
Commissioner Stephen Holmes, Galveston County  
James Osteen, City of La Marque  
Jonathon Givens, DVM  
Kyle Burks, City of Kemah  
Able Garza, City of Texas City  
Nick Finan, City of Texas City  
Mayor Konyha, City of Bayou Vista  
Fard Abdullah, City of Hitchcock  
Jerry Finch, Animal Welfare  
Cynthia Kelley, Animal Welfare  
Amber Adams, Daily Operator of an Animal Shelter

**Absent:**

Karen Hearing, City of Tiki Island  
Curtis Klages DVM, UBOH  
Sherlyn Linton, Galveston County  
Lark Tedesco, Animal Welfare  
Monique Ryans, Daily Operator of an  
Animal Shelter

**GCHD Staff:**

Kathy Barroso, Chief Executive Officer  
Ashley Tompkins, Director of Communications  
Kenna Pruitt, Budget & Grant Manager  
Marissa Worsham, Staff Accountant  
Ron Schultz, Director of Environmental Health Services  
Amanda Wolff, Executive Office Coordinator/Assistant to CEO

**Guest:**

Yvonne Downs and Mickey Lake

**Unexcused Absences:**

None

**Item #1 Agenda**

Mr. Osteen, Chair, asked for a motion to approve the August 2018 agenda. A motion was made by Commissioner Holmes and seconded by Eric Froeschner. The motion was unanimously approved by the Committee.

**Item #2 Excused Absences**

Mr. Osteen, Chair, advised the Committee there were no excused absences and one unexcused absence, Tiki Island. A motion was made by Mr. Froeschner, seconded by Jerry Finch and unanimously approved by the Committee.

**Item #3 Approval of Minutes**

Mr. Osteen, Chair, asked for a motion to approve the May 10, 2018 minutes. A motion was made by Mr. Froeschner, seconded by Jerry Finch and unanimously approved by the Committee.

**Item #4 Animal Services Manager Report**

Amber Adams, Director of Animal Services, presented the manager's report.

**Item #5 Progress Report on Animal Services Strategic Plan**

Amber Adams, Director of Animal Services, presented the year 4 update summary on the Animal Services Strategic Plan.

**Item #6 Discuss Increased Intake Challenges in Region**

Amber Adams, Director of Animal Services, advised the Committee that the ARC is experiencing high intake and that they are managing it on a day to day basis. A news release was sent out as a plea for help and awareness to public that the ARC is currently experiencing high intake.

**Item #7 Consider for Approval June 2018 Financial Report**

Kathy Barroso, Chief Executive Officer, presented the June 2018 financial report to the Committee. A request was made to pull the report showing the \$25,000 Hurricane Harvey donation and bring to the next meeting. A motion to accept the financial report as presented was made by Commissioner Holmes and seconded by Mayor Konyha. The Committee unanimously approved the financial report.

**Item #8 Update on FY19 Animal Services Budget**

Kathy Barroso, Chief Executive Officer, advised the Committee that the Animal Services budget that was approved by the Committee at the August 2018 meeting was approved by the United Board of Health and has now been submitted to Commissioners Court.

**Item #9 Discuss Electronic Sign for the ARC**

Ronnie Schultz, Director of Environmental Services, provided the Committee with an update on the electronic sign for the ARC, which included challenges related to the sign placement and projected cost. Since the ARC is a County owned facility, Commissioner Holmes also requested that any future plans be discussed with Commissioners Court before proceeding. The Committee proposed other options such as utilizing member cities electronic signs and television channels to help broadcast ARC announcements. The Committee requested the electronic sign for the ARC be put on hold until further notice.

**Item #10 Comparative Data Summary (FY2018-2017) (Intake and Dispositions)**

Kathy Barroso, Chief Executive Officer presented the comparative data summary 2018-2017 (intake and disposition).

**Item #11 Update from Animal Services Advisory Committee Members**

Updates from the Animal Service Advisory Committee members were given by each member city.

**Item #12 Public Comments**

There were no comments made by the public.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #4**

**ARC Manager Report**

Animal Services: Management Report  
December 13, 2018

- 1) Vacancies:
  - 3 Part Time Animal Care Technicians
  - 1 Part Time Vet Tech (brand new position)
  - 2 Animal Control Officers
  
- 2) Rabies Cases:
  - There was 1 reported case of rabies (Bat, La Marque, No known exposure)
  
- 3) Events/Programs:
  - a. August 18: Clear the Shelters national adoption event = 27 pets adopted
  - b. August 25: ARC Pet Vaccine Clinic = 29 pets serviced
  - c. August 25: "Donuts and Dogs", National Dog Day Event, Pointe Ann Apartments, Texas City
  - d. August 27: Hosted Animal Control/Shelter Staff CE course for DSHS approved hours
  - e. September 1: Offered half price adoptions = 21 adoptions
  - f. September 14-15: Offered half price adoptions = 18 adoptions
  - g. September 21: Kendra Scott Sale at Hotel Galvez benefiting the ARC
  - h. September 22: ARC Pet Vaccine Clinic = 28 pets serviced
  - i. October 6: Texas City Breast Cancer Walk, ARC presence with information and dog
  - j. October 20: ARC Pet Vaccine Clinic for public = 42 pets serviced
  - k. October 27: Crucial Catch, ARC presence with information and dogs
  - l. November: ARC started Instagram account
  - m. November 2: Euthanasia Course at ARC for shelter staff (no travel expenses)
  - n. November 5: ARC annual inspection by licensed veterinarian, rating was satisfactory
  - o. November: ARC started Instagram account for social media shares
  - p. November 24: Offered half price adoptions = 7 adoptions
  - q. December 8: ARC Pet Vaccine Clinic = 16 pets serviced
  
- 4) Crematory Update/Comments from Cremation Repair Specialist
  
- 5) Media Releases:
  - a) **Videos of the Pets of the Week** can be viewed on [www.facebook.com/garcpets](http://www.facebook.com/garcpets) and [www.youtube.com](http://www.youtube.com).
  - b) ARC Pets of the Week appear in the Galveston County Daily News and in The Post in a weekly rotation
  - c) ARC offers half price adoptions to help Clear the Shelters Aug. 18
    - a. GuidryNews.com, Aug. 2
  - d) ARC offers half price adoptions to help Clear the Shelters Aug. 8
    - a. The Post Newspaper, Aug. 8
  - e) Help ARC Clear the Shelters Aug. 18
    - a. Galveston County Daily News, Aug. 9
  - f) Help ARC Clear the Shelters

- a. The Post, Aug. 9
  - g) Clear the Shelters
    - a. I45 Now, Aug. 18
  - h) Low-cost pet vaccinations, microchips and registration available Saturday, Sept. 22
    - a. GuidryNews.com, Sept. 4
    - b. Bay Area Entertainer, Sept. 4
  - i) ARC needs help – high-risk animals
    - a. I45NOW, Sept. 28
- 6) Live Release Programs:
- a) Heal A Heart Program
  - b) Sponsor A Heart Program
  - c) Senior Animal Program – Supported by Bingo funds
  - d) Black Animal Program – Supported by Bingo funds
  - e) Pets of the Week: Offered for half price
  - f) Pre - Altered Pets (altered upon intake): Offered for half price
  - g) Barn Cat Program
- 7) Animal Services would like to thank the Boot Kickers Bingo Charity Fund/Animal Alliance for the use of funds to support the discounted adoption programs.
- 8) Bingo Animal Stats: FY18 (10/01/17 – 09/30/18)
- a. Black Animals, Senior Animals, At Risk Animals = 248
- 9) Private Cremation Stats:
- a. FY18 (10/01/17 – 09/30/18) = 59 private cremations
- 10) ARC Rabies Vaccine Update:
- a. ARC owned animals that received rabies vaccines
    - i. May 1 – Oct 31, 2018 = 601
  - b. Rabies vaccines sold to citizens
    - i. May 31 – Oct 31, 2018 = 258





# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #5**

**Financial Report for September 2018 and Review of Fund Balance Reserve**

# Revenue and Expenses Actual versus Budget with Variance Annual Galveston County Health District - General Fund

For 9/30/2018

ARC Field (project 410-530)

	Annual Budget	PTD Actual 9/30/2018	PTD Budget 9/30/2018	Variance	Revenue	YTD Actual 9/30/2018	YTD Budget 9/30/2018	Variance
	250,543.00	20,878.59	20,879.00	(0.41)	County Revenue	250,543.00	250,543.00	0.00
	82,441.00	6,870.09	6,870.00	0.09	Animal Control / City Contract	82,441.00	82,441.00	0.00
	1,500.00	0.00	125.00	(125.00)	Animal Services/Other Contracts	1,500.00	1,500.00	0.00
	<b>334,484.00</b>	<b>27,748.68</b>	<b>27,874.00</b>	<b>(125.32)</b>	<b>Total Revenue</b>	<b>334,484.00</b>	<b>334,484.00</b>	<b>0.00</b>
<b>Expenses</b>								
	211,493.00	15,848.04	17,625.00	1,776.96	Hourly Pay	171,165.21	211,493.00	40,327.79
	12,000.00	559.43	1,000.00	440.57	Overtime	5,586.25	12,000.00	6,413.75
	13,457.00	740.85	1,122.00	381.15	Part-Time Hourly Pay	7,153.14	13,457.00	6,303.86
	0.00	0.00	0.00	0.00	Comp Pay	0.00	0.00	(47.90)
	18,126.00	1,198.11	1,510.00	311.89	FICA Expense	13,172.64	18,126.00	4,953.36
	54.00	13.34	4.00	(9.34)	SUTA	816.29	54.00	(762.29)
	537.00	64.55	45.00	(19.65)	Life Insurance Expense	651.18	537.00	(114.18)
	465.00	41.39	39.00	(2.39)	Long Term Disab Coverage	417.33	465.00	47.67
	29,102.00	1,477.03	2,425.00	947.97	Employer Paid Health Insurance	13,988.68	29,102.00	15,113.32
	8,056.00	618.41	671.00	52.59	Worker's Compensation Insurance Expense	6,728.55	8,056.00	1,327.45
	0.00	403.59	0.00	(403.59)	Employer Sponsored Healthcare	2,950.60	0.00	(2,950.60)
	5,800.00	419.13	483.00	63.87	Pension / Retirement	4,505.76	5,800.00	1,294.24
	576.00	0.00	48.00	48.00	Misc. Contract Services	183.50	576.00	392.50
	0.00	766.43	0.00	(766.43)	Temporary Staffing	10,268.93	0.00	(10,268.93)
	1,525.00	0.00	63.00	63.00	Office Supplies (Field)	1,204.07	1,525.00	320.93
	5,250.00	100.78	250.00	149.22	Operating Supplies (Field)	6,980.85	5,250.00	(1,730.85)
	3,220.00	0.00	268.00	268.00	Uniform Supplies (Field)	1,039.90	3,220.00	2,180.10
	1,944.00	157.58	162.00	4.42	Telecommunications	1,894.00	1,944.00	50.00
	250.00	0.00	21.00	21.00	Travel, Local	0.00	250.00	250.00
	750.00	230.00	62.00	(168.00)	Training, Local	230.00	750.00	520.00
	2,000.00	0.00	167.00	167.00	Training, Out of Town	1,264.46	2,000.00	735.54
	250.00	0.00	21.00	21.00	Maint/Repair, Equipment	0.00	250.00	250.00
	3,000.00	0.00	250.00	250.00	Maint/Repair, Auto	6,340.79	3,000.00	(3,340.79)
	9,600.00	1,336.44	800.00	(536.44)	Fuel	12,083.23	9,600.00	(2,483.23)
	1,332.00	127.32	111.00	(16.32)	Maint/Repair, Preventative, Auto	811.22	1,332.00	520.78
	3,312.00	259.00	276.00	17.00	Insurance, Auto/Truck	3,108.00	3,312.00	204.00
	30,000.00	40,276.00	0.00	(40,276.00)	Vehicles	66,757.80	30,000.00	(36,757.80)
	500.00	0.00	42.00	42.00	Newspaper Ads/Advertising	487.18	500.00	12.82
	250.00	0.00	21.00	21.00	Association Dues	200.00	250.00	50.00
	4,560.00	320.00	380.00	60.00	IT Software, Licenses, Intangibles	4,440.00	4,560.00	120.00
	100.00	0.00	8.00	8.00	Professional Services	38.95	100.00	61.05
	0.00	220.00	0.00	(220.00)	Bad Debt Expense	220.00	0.00	(220.00)
	<b>367,509.00</b>	<b>65,177.52</b>	<b>27,874.00</b>	<b>(37,303.52)</b>	<b>Total Expenses</b>	<b>344,736.41</b>	<b>367,509.00</b>	<b>22,772.59</b>
	<b>(33,025.00)</b>	<b>(37,428.84)</b>	<b>0.00</b>	<b>(37,428.84)</b>	<b>Change in Net Assets</b>	<b>(10,252.41)</b>	<b>(33,025.00)</b>	<b>22,772.59</b>

# Revenue and Expenses Actual versus Budget with Variance Annual Galveston County Health District - General Fund

Run: 11/19/2018 at 1:40 PM

For 9/30/2018

ARC Shelter (project 410-531)

	Annual Budget	PTD Actual 9/30/2018	PTD Budget 9/30/2018	Variance	YTD Actual 9/30/2018	YTD Budget 9/30/2018	Variance
<b>Revenue</b>							
Convenience Fee	3,600.00	156.33	300.00	(141.67)	1,283.29	3,600.00	(2,316.71)
County Revenue	519,320.00	43,276.66	43,277.00	(0.34)	519,320.00	519,320.00	0.00
Animal Shelter/Microchips	0.00	(20.00)	0.00	(20.00)	(20.00)	0.00	(20.00)
Dog Tag, License, Retrieval	4,000.00	220.00	333.00	(113.00)	4,160.00	4,000.00	160.00
Animal Shelter/Redemption Fees	35,000.00	2,820.00	2,917.00	(97.00)	43,955.00	35,000.00	8,955.00
Animal Shelter/Fees - Fines	35,000.00	2,690.00	2,917.00	(227.00)	34,070.00	35,000.00	(930.00)
Animal Shelter/Euthansia	4,800.00	875.00	400.00	475.00	7,500.00	4,800.00	2,700.00
Animal Shelter/Cat Cadaver Program	2,500.00	632.00	208.00	424.00	4,816.50	2,500.00	2,316.50
Animal Shelter/Adoptions	85,000.00	6,522.50	7,083.00	(560.50)	67,430.00	85,000.00	(17,570.00)
Cremation Services	4,100.00	849.60	342.00	507.60	8,552.97	4,100.00	4,452.97
Animal Shelter/City Contracts	299,199.00	24,933.24	24,933.00	0.24	299,199.00	299,199.00	0.00
<b>Total Revenue</b>	<b>992,519.00</b>	<b>82,957.33</b>	<b>82,710.00</b>	<b>247.33</b>	<b>990,266.76</b>	<b>992,519.00</b>	<b>(2,252.24)</b>
<b>Expenses</b>							
Hourly Pay	371,360.00	23,940.63	30,947.00	7,006.37	313,969.24	371,360.00	57,390.76
Part-Time Hourly Pay	60,422.00	1,617.94	5,035.00	3,417.06	24,309.27	60,422.00	36,112.73
FICA Expense	33,032.00	1,855.13	2,753.00	897.87	24,582.79	33,032.00	8,449.21
SUTA	130.00	94.11	11.00	(83.11)	2,229.96	130.00	(2,099.96)
Life Insurance Expense	991.00	85.74	82.00	(3.74)	1,139.62	991.00	(148.62)
Long Term Disab Coverage	817.00	57.90	68.00	10.10	751.11	817.00	65.89
Employer Paid Health Insurance	63,962.00	2,584.83	5,330.00	2,745.17	35,006.10	63,962.00	28,955.90
Worker's Compensation Insurance Expense	14,682.00	946.21	1,224.00	277.79	12,630.71	14,682.00	2,051.29
Employer Sponsored Healthcare	0.00	603.77	0.00	(603.77)	6,934.51	0.00	(6,934.51)
Pension / Retirement	10,567.00	628.75	880.00	251.25	8,285.02	10,567.00	2,281.98
Misc. Contract Services	1,500.00	0.00	125.00	125.00	898.00	1,500.00	602.00
Temporary Staffing	0.00	6,696.95	0.00	(6,696.95)	73,566.96	0.00	(73,566.96)
Neuter / Spay Contract	60,000.00	1,224.78	5,000.00	3,775.22	31,790.70	60,000.00	28,209.30
Veterinarian Contract	18,000.00	1,500.00	1,500.00	0.00	18,000.00	18,000.00	0.00
Office Supplies (Shelter)	5,000.00	975.56	416.00	(559.56)	4,128.31	5,000.00	871.69
Operating Supplies (Shelter)	52,241.00	4,006.59	4,166.00	159.41	41,175.96	52,241.00	11,065.04
Pharmaceuticals - Animal Shelter	41,500.00	5,192.56	3,458.00	(1,734.56)	32,982.54	41,500.00	8,517.46
Printing Supplies (Shelter)	50.00	0.00	4.00	4.00	293.06	50.00	(243.06)
Uniform Supplies (Shelter)	1,760.00	0.00	147.00	147.00	0.00	1,760.00	1,760.00
Pet Food	28,000.00	2,205.00	2,333.00	128.00	27,125.00	28,000.00	875.00
Postage	1,100.00	50.04	92.00	41.96	475.70	1,100.00	624.30
Telecommunications	9,300.00	(3,138.03)	775.00	3,913.03	10,338.99	9,300.00	(1,038.99)
Travel, Local	250.00	0.00	21.00	21.00	41.80	250.00	208.20
Training, Local	500.00	0.00	42.00	42.00	150.00	500.00	350.00
Training, Out of Town	850.00	0.00	71.00	71.00	1,576.87	850.00	(726.87)
Rentals	2,340.00	166.98	195.00	28.02	2,045.07	2,340.00	294.93
Leases	199,699.00	16,641.59	16,642.00	0.41	199,699.00	199,699.00	0.00
Maint/Repair, Equipment	4,740.00	0.00	395.00	395.00	2,343.55	4,740.00	2,396.45
Newspaper Ads/Advertising	500.00	80.00	42.00	(38.00)	622.18	500.00	(122.18)
IT Software, Licenses, Intangibles	5,736.00	380.00	478.00	98.00	5,236.00	5,736.00	480.00
Professional Services	100.00	0.00	8.00	8.00	87.49	100.00	12.51
Animal Carcus Removal	0.00	117.67	0.00	(117.67)	234.73	0.00	(234.73)
Trash Removal	2,040.00	171.77	170.00	(1.77)	2,049.64	2,040.00	(9.64)







**Animal Services  
Fund Balance Reserve  
as of September 30, 2018**

**Field Services**

Beginning Fund Balance @ 9/30/17	\$233,659
FY18 YTD Surplus / (Loss)	(\$10,252)
<b>Total Field Services Fund Balance @ September 30, 2018</b>	<b><u>\$223,407</u></b>

**Shelter Services**

Beginning Fund Balance @ 9/30/17	\$52,861
FY18 YTD Surplus / (Loss)	\$102,903
<b>Total Shelter Services Fund Balance @ September 30, 2018</b>	<b><u>\$155,764</u></b>

**Donations**

Beginning Fund Balance @ 9/30/17	\$75,087
FY18 YTD Surplus / (Loss)	\$3,638
<b>Total Donations Fund Balance @ September 30, 2018</b>	<b><u>\$78,725</u></b>

**Vaccination Clinic**

Beginning Fund Balance @ 9/30/17	\$0
FY18 YTD Surplus / (Loss)	\$1,190
<b>Total Vaccination Clinic Fund Balance @ September 30, 2018</b>	<b><u>\$1,190</u></b>

**Summary**

Field	\$223,407
Shelter	\$155,764
Donations	\$78,725
Vaccination Clinic	\$1,190
<b>Total Summary Fund Balance @ September 30, 2018</b>	<b><u>\$459,085</u></b>



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #6**

**Follow Up Regarding Hurricane Harvey Donation**





# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #7**

**Consider for Approval Proposed Changes to the Galveston County Animal Services Policy for Submission to the United Board of Health**

# POLICY/ORDER

A Galveston County United Board of Health Policy

## GALVESTON COUNTY HEALTH DISTRICT ANIMAL SERVICES LOCAL REGULATIONS AND RABIES CONTROL

**WHEREAS**, the Galveston County United Board of Health (Board) is a policy-making board of the Galveston County Health District, a public health district established under Chapter 121 of the Texas Health and Safety Code, and which, encompasses fourteen (14) local governments: Galveston County, Bayou Vista, Clear Lake Shores, Dickinson, Friendswood (those portion of Friendswood located in Galveston County), Galveston (city), Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City and Tiki Island; and

Deleted: ,

Deleted: . §121.002

Deleted: s

Deleted: ing

Deleted: ,

**WHEREAS**, Chapter 826 (Rabies Control Act of 1981) provides Health Authorities of public health districts with authority to enforce state law and rules and establish a local rabies control program; and

Deleted:

**WHEREAS**, the Galveston County Health District (District) provides animal services to the following participating county and cities through an Interlocal Agreement: Galveston County, Bayou Vista, Hitchcock, Kemah, La Marque, Texas City and Tiki Island; and

**WHEREAS**, it is the intention of this Board policy/order to be written pursuant to and in conformity with Chapters 481, 821, 822, 823, 826, and 828 of the Texas Health and Safety Code; Chapter 169 of Title 25 of the Texas Administrative Code; and Section 42.092 of the Texas Penal Code as amended. Said rules and law are incorporated herein by reference, provided that the exceptions and/or additions contained herein shall also apply.

Deleted: Chapter

**NOW THEREFORE, BE IT ORDERED** by the Galveston County United Board of Health of the Galveston County Health District as follows:

## SCOPE OF SERVICES

### Section 1 Authority to Enforce State Law and Rule

The Galveston County Health Authority is the person designated as the Local Rabies Control Authority for Galveston County pursuant to section 826.017 of the Health and Safety Code. The Animal Services Division shall act as the Health Authority's designated animal control authority for purposes of Chapter 822 of the Texas Health and Safety Code. The Animal Services Division is authorized to enforce these Regulations and all laws applicable to the District's local rabies control authority and animal control authority and is authorized to issue citations in the unincorporated area of Galveston County to enforce these regulations pursuant to Texas Health and Safety Code § 121.003(c).

These Regulations apply to all portions of the unincorporated Galveston County. These Regulations also apply to incorporated cities that adopt these Regulations and execute cooperative agreements with the District for their enforcement.

### Section 2 Animal Services Advisory Committee

In accordance with its charge from the Galveston County United Board of Health, the Animal Services Advisory Committee shall assist the Animal Services Division by reviewing and recommending necessary changes in operations, budget matters, and compliance with all applicable laws, rules, regulations, and ordinances; this includes, but is not limited to, review of operating rules and policies and procedures for Animal Services. The Advisory Committee shall report to the Chief Executive Officer of the GCHD (CEO) or the CEO's designee. The Advisory Committee consists of a minimum of eleven (11) and not more than eighteen (18) members as follows: One (1) member for each City who is Party hereto; One (1) member for the County who is a County Official; One (1) member for the County who is not required to be, but may be, a County Official (for a total of two (2) County representatives); One (1) member for the GCUBOH who is not required to be, but may be, a member of the GCUBOH or an employee of the GCHD; Two (2) members from animal welfare groups that are non-profit organizations (non-profit animal welfare group) as follows: a total of two (2) representatives with each of the two being from a different non-profit animal welfare group; One (1) veterinarian licensed by the Texas State Board of Veterinary Medical Examiners in accordance with the Veterinary Licensing Act to practice veterinary medicine in the State of Texas whose license is in an active status, whose license is not a provisional license, whose license is not a special license, and who practices veterinary medicine in the County of Galveston, Texas; and One (1) member whose duties include the daily operations of a shelter.

## REGULATIONS FOR ANIMAL CONTROL

### Section 3 Purpose

The purpose of the Animal Service Division is to control and eradicate the spread of rabies among the County's animals, prevent rabies in the human population by controlling the animal population and establishing uniform rules for the control and eradication of rabies. In addition, Animal Services will promote responsible pet ownership through public education.

Deleted: c

## Section 4 Definitions

See Appendix 1

## Section 5 Rabies Vaccination Required

*Purpose: The purpose of this section is to require a licensed veterinarian to vaccinate every domestic dog, cat and domestic ferret located within the jurisdictional area outlined in the Galveston County Animal Services Interlocal Agreement at least every three (3) years depending on the type of vaccine. Once vaccinated, a certificate of vaccination will be issued and certain confidential information about the owner will not be divulged. This requirement conforms to Texas Health and Safety Code (THSC) Chapter 826 Rabies, Subchapter C. Rabies Vaccinations.*

### A. Rabies Vaccination Period (THSC Section 826.021)

The owner or custodian (excluding animal shelters) of each domestic dog, cat or ferret shall have the animal vaccinated against rabies by four months of age as required by Section 826.021 of the Texas Health & Safety Code. The animal must receive a booster within the twelve-month interval following initial vaccination. Every domestic dog or cat must be re-vaccinated against rabies at a minimum of at least once every three years with a rabies vaccine licensed by the United States Department of Agriculture. The vaccine must be administered according to label recommendations and by a licensed veterinarian.

Deleted: in Section 169.29 of the Texas Administrative Code.

### B. Certificate of Rabies Vaccination (THSC Section 826.021)

Official rabies vaccination certificates shall be issued by the vaccinating veterinarian and, in accordance with Title 25, Chapter 169, Section 169.29(b) of the Texas Administrative Code, contain the following information:

Deleted:

- (1) Owner's name, address, and telephone number;
- (2) Animal identification-species, sex (including neutered if applicable), approximate age (three months to 12 months, 12 months or older), size (pounds), predominant breed, and color;
- (3) Vaccine used-product name, manufacturer, expiration date, and serial number;
- (4) Date vaccinated;
- (5) Date vaccination expires (revaccination due date);
- (6) Rabies tag number if a tag is issued;

Deleted: er,

- (7) The licensed veterinarian's signature or signature stamp and license number;
- (8) A copy of each rabies vaccination certificate issued shall be retained by the issuing veterinarian and readily retrievable for a period of not less than five years from the date of issuance.

**C. Confidentiality of Certain Information in Rabies Vaccination Certificate; Penalty (THSC Section 826.0211)**

- (1) Information contained in a rabies vaccination certificate or in any record compiled from the information contained in one or more certificates that identifies or tends to identify an owner or an address, telephone number, or other personally identifying information of an owner of a vaccinated animal is confidential and not subject to disclosure under Public Information Act, Government Code Chapter 552, in accordance with Section 826.0211 of the Texas Health and Safety Code. The information contained in the certificate or record may not include the social security number or the driver's license number of the owner of the vaccinated animal.
- (2) In accordance with Section 826.0211 of the Texas Health & Safety Code, the information may be disclosed only to a governmental entity or a person that, under a contract with a governmental entity, provides animal control services or animal registration services for the governmental entity for purposes related to the protection of public health and safety. A governmental entity or person that receives the information, including a county or municipality that registers dogs and cats under this Subchapter D of Chapter 826 of the Texas Health & Safety Code, must maintain the confidentiality of the information, may not disclose the information under Public Information Act, Government Code Chapter 552, and may not use the information for a purpose that does not directly relate to the protection of public health and safety.
- (3) A person commits an offense if the person distributes information that is confidential under this section. Such an offense is punishable as listed in Section 826.0211 and as it may be amended. As of 2018, such an offense is punishable by: (1) a fine of not more than \$1,000.00; (2) confinement in the county jail for not more than 180 days; or (3) both the fine and confinement.

Deleted: .

Deleted: T

Deleted: section,

Deleted: Penalties are listed in THSC Section 826.0211.

**Section 6 Registration of Dogs, Cats and Ferrets**

*Purpose: The purpose of this section is to outline requirements for owners of a dog, cat or ferret to register said animal with the District. This information will be retained in the files at the District and will assist officials with a count of animals located within the District's jurisdictional boundaries, identify gender and track the number of animals that are spayed and neutered. In addition, this information will assist District personnel in public health disaster preparedness planning. All animals that are registered will be issued a license or a microchip that may assist owners in the recovery of a missing animal. This requirement conforms to Texas Health and Safety Code (THSC) Chapter 826 Rabies, Subchapter D. Registration and Restraint of Dogs and Cats and Texas Administrative Code, Title 25, Chapter 169, Vaccination Requirement.*

Deleted:

**A. Registration for Each Animal (THSC Section 826.031)**

The owner or custodian of a dog, cat or ferret is hereby required to register and to obtain from the licensing authority for each dog, cat or ferret, a license tag or microchip that must be obtained within seven (7) days following its original rabies vaccination as required herein.

In accordance with Section 826.032 of the Texas Health & Safety Code, a person commits an offense if:

Deleted: The owner or custodian of a dog or cat

- (1) The owner or custodian fails or refuses to present for registration a dog or cat owned by the person, and
- (2) The animal is required to be registered by District Policy/Ordinance.
- (3) If a person fails to register the animal, District personnel will issue a citation to the owner. A reasonable amount of time will be given to the owner to complete the registration.
- (4) An offense under this section is a Class "C" misdemeanor.

**B. Proof of Rabies Vaccination (25 Tex. Admin. Code § 169.29)**

A license tag or microchip for a dog, cat or ferret shall not be issued unless there is exhibited to the licensing authority a certificate from a licensed veterinarian showing that the animal to be licensed has been inoculated with an approved rabies vaccine, in accordance with the recommendations of the manufacturer.

Deleted: as

Deleted: istrative

Deleted: Rule §

**C. Valid Period**

The license as required in this section shall be valid for the lifetime of the animal as set by the Galveston County United Board of Health as long as the animal does not change ownership. If the animal changes ownership a new registration is required.

**D. Animals Brought Into District**

Any new permanent resident covered by this policy that owns a dog, cat or ferret brought into the District from other areas shall within seven (7) days of arrival obtain a license tag or microchip for each dog, cat or ferret and register each dog, cat or ferret as required herein. Said registration shall be valid for the time stated in this section of this rule.

**E. License Tags or Microchip Required**

Upon acceptance of the registration application, rabies vaccination certificate and payment of the registration fee, the District shall issue a microchip or durable tag, stamped with an identifying number. Failure to present the microchip information or license tag, as required herein, shall constitute a violation of this rule.

**F. Identification Required**

The owner of every dog, cat or ferret shall make sure that the animal is microchipped or that a license tag is

attached to a collar or harness and said collar or harness with tags shall be worn by the dog, cat or ferret at all times when off the premises of the owner. Tags shall not be switched from one animal to another.

### G. Registration Information

The District shall maintain a record of the identifying numbers of all microchips or tags issued and this record shall be available to the public; provided however that information in the record that identifies or tends to identify the owner or an address, telephone number, or other personally identifying information of the owner of the registered dog, cat or ferret is subject to disclosure in accordance with the Public Information Act and except as provided by Sections 826.0211 or 826.0311 of the Texas Health and Safety Code.

Deleted: confidential and not

### H. Registration Fees (THSC Section 826.031)

Any person required under this section of this rule to obtain registration for a dog, cat or ferret shall pay a registration fee set by the Galveston County United Board of Health. The registration fee will include microchipping of the animal unless the owner can provide proof that the animal has already been microchipped. The fee collected for the registration of a dog, cat or ferret shall be deposited in the Animal Services Division of the District's General Fund and used only to help defray the cost of administering this subchapter in the District, including the costs of registration.

### I. Registration Fees Prerequisite

All registration fees shall be paid to and collected by the District before any license tag or microchip will be issued.

### J. Exceptions

The provision of this Section requiring the registration of dogs, cats and ferrets shall not apply to the following:

- (1) Dogs, cats and ferrets under the age of four (4) months if kept confined.
- (2) Dogs, cats and ferrets owned by persons who are non-residents of the District, traveling through the District or temporarily sojourning herein for a period not exceeding thirty (30) days. Upon request, the owner must show proof of current rabies vaccination certification.
- (3) Dogs, cats and ferrets brought to the District for not more than 10 days exclusively for the purpose of entering the same in any show or exhibition, breeding purposes or trial.
- (4) Dogs duly and properly trained (assistance animal) to aid or assist blind persons when such dogs are actually used by blind persons for the purpose of aiding or assisting such blind persons in going from place to place. These animals should be registered with the District without paying a fee.
- (5) Dogs duly and properly trained to aid or assist deaf persons when such dogs are actually used by deaf persons for the purpose of aiding or assisting such deaf persons in going from place to place. These animals should be registered with the District without paying a fee.

Deleted: t

**Commented [LT.1]:** Amber's comment was: Is this per the State? Answer: I do not know. How long has this been in the policy?

**Commented [AA2R1]:** I have reviewed THSC Section 826.031 – and do not see this mentioned. I am not saying I am opposed, just pointing out that this must have been added by the District at some point. But, it is not in the State code.

**Commented [LT.3]:** Amber's comment was: is this per the State? Answer: I do not know. How long has this been in the policy?

**Commented [AA4R3]:** I have reviewed THSC Section 826.031 – and do not see this mentioned. I am not saying I am opposed, just pointing out that this must have been added by the District at some point. But, it is not in the State code.

(6) Dogs, cats and ferrets kept in qualified institutions, approved by the Health Authority, for teaching or research purpose.

(7) Dogs, cats and ferrets kept in veterinary hospitals or recognized animal shelters.

Deleted: <#>teaching or research purposes  
<#>  
<#>  
<#>

**K. Registration; Penalty (THSC 826.032)**

- (1) A person commits an offense if:
  - (a) The person fails or refuses to register or present for registration a dog or cat owned by the person; and
  - (b) The animal is required to be registered under this policy adopted by the District's Board of Health.
- (2) An Animal Control Officer will investigate all cases of non-registration. If the Animal Control Officer determines that a violation exists, the Animal Control Officer will issue a warning or citation.
- (3) An offense under this section is a Class C Misdemeanor.
- (4) An Animal Control Officer will issue a citation to an owner of an animal that is not registered and each day that the animal is not registered is considered a new offense.

**Section 7 Adoption and Sterilization**

*Purpose: The purpose of this section is to establish adoption standards of the District that reasonably promote the responsible management of dogs and cats by requiring spaying and neutering prior to release or in certain circumstances require the use of a signed sterilization agreement for every animal adopted. Every animal adopted from the Animal Resource Center needing to be spayed or neutered shall be micro chipped or tattooed in accordance with state law. These identification methods can be useful to animal owners in the event that their animal may become lost. Registered rescue organizations that pull animals from the Galveston County Animal Resource Center shall submit a completed and signed sterilization agreement for every animal.*

**A. Requirements for Adoption (THSC Sections 828.002, 828.003, and 828.011)**

The District shall not release a dog or cat for adoption unless the animal has been spayed or neutered or under special circumstances the release is made to a new owner who signs an agreement to have the animal sterilized. The agreement must at minimum, comply with Section 828.003 of the Texas Health and Safety Code. The Animal Services Director or designee must approve these special circumstances. The Animal Services Director or designee will develop procedures to cover sterilization requirements, nonsurgical sterilization, confirmation of sterilization, letters concerning animal's death, letters concerning lost or stolen animals, notice of failure to receive a letter, and reclamation of owned animals.

Deleted: and

Deleted: Manager

Formatted: Strikethrough

Deleted: Manager

Formatted: Strikethrough



**B. Exemptions (THSC Section 828.013)**

Deleted: ce

This Section 7 does not apply to a dog or cat that is claimed from the District by a person who already owns the animal; to a releasing agency located in a municipality that has in effect an ordinance providing standards for dog and cat sterilization that exceed the requirements in this policy; or to an institution of higher education that purchases or otherwise procures a dog or cat for the purpose of biomedical research, testing, or teaching.

Deleted: chapter

**C. Microchipping or Tattooing**

Any animal adopted under this policy shall be sterilized and must be identified by a microchip and/or a tattoo indicating that it has been sterilized. The Animal Services Director or designee will develop procedures that will fully explain the standards for microchipping and tattooing along with the penalties associated with not complying with this requirement.

Deleted: Manager

Formatted: Strikethrough

**D. Refund Policy**

There are no refunds.

**Section 8 Restraint, Impoundment and Disposition of Dogs and Cats to Prevent a Public Nuisance**

*Purpose: The purpose of this section is to make certain that every owner of an animal exercises proper care and control to prevent their animal from running at large or becoming a public nuisance. This section also empowers Animal Control Officers to capture any and all animals deemed running at large or creating a public nuisance. Once captured, the Animal Control Officer impounds the animal and documents all known information. For unhealthy stray animals, the Animal Services Director or designee at his or her discretion may humanely euthanize the dog.*

Deleted: Manager

Formatted: Strikethrough

**A. Restraint (THSC Section 826.033)**

- (1) Every owner shall exercise proper care and control of his or her animal by keeping the animal restrained and not allowing the animal to become a stray while in the jurisdiction of the District and to prevent them from becoming a public nuisance.
- (2) Each of the following conditions, situations or occurrences are hereby declared to be a public nuisance and constitutes failure of the owner to exercise proper care and control of his animal and/or the premises where said animal or animals are or have been kept:
  - (a) Every stray animal is a public nuisance. The District receives and responds to animal public nuisances that involve dogs and cats. Local municipalities and/or the county's sheriff office handle livestock that are public nuisances. District personnel respond to wildlife nuisances and may request assistance from other governmental agencies and/or a certified wildlife rehabilitator.
  - (b) Any animal that turns over garbage containers or scatters garbage or which otherwise damages private or public property.

Deleted: All

- (c) Any dog, livestock or fowl at large or free-roaming off of the private property owned or controlled by the owner of said dog, livestock or fowl.
- (d) Any animal which barks, whines, howls or makes other sounds or noises in an excessive, continuous or untimely fashion.
- (e) Any building, room, cage, kennel, yard, run or any other place or facility where animals are kept or harbored which is not maintained in a clean and sanitary condition so as to prevent obnoxious odors, the attraction, breeding or potential breeding of flies, the attraction, harboring or breeding of rodents or potential breeding of rodents or the creation of any other public health nuisances.

**B. Impoundment**

- (1) Animal Control has the authority to impound the following:
  - (a) All stray animals, however in extenuating circumstances that involve the impoundment of other animals the Animal Services ~~Director~~ or designee shall approve.
  - (b) Any animal that has bitten or scratched a person; and
  - (c) Any animal that has been exposed to rabies or potentially exposed.
- (2) All animals seized and confined under this section should be impounded in an impoundment facility designated by Animal Control and shall supply the animal with sufficient wholesome food and water during its confinement. All animals seized will be held in impoundment for a minimum of three (3) business days open to the public, with the exception of litters as described below:
  - (a) All impounded litters (2 or more in a litter) will not be subject to the 3 business day stray hold if they are under 4 months of age. These animals can be available for adoption, rescue or foster on day 1, if approved by the Animal Services ~~Director~~ or designee.
- (3) Any person may take and deliver to Animal Control any stray dog or cat to impound.
- (4) Any person may surrender an owned animal to Animal Control if the following criteria are met:
  - (a) The associated fee is paid in full, and
  - (b) The Animal Resource Center has available space and resources to properly care for the animal

Deleted: Manager  
Formatted: Strikethrough

Deleted: ~~Manager~~  
Formatted: Strikethrough, Highlight

**C. Impoundment of Owned Animals - Unrestrained (Running At Large)**

When animals are unrestrained or stray and the Animal Control Officer knows their ownership, the Officer may secure/impound the animal and issue a citation to the owner of the animal to appear in a court to answer charges of violation of this Policy/Order.

**D. Unrestrained (At Large) - Riding in Vehicle**

Unrestrained animals in the back of pickup trucks, which are not covered with a camper cover or other such device, shall be considered at large. When animals are unrestrained, the Animal Control Officer can secure the animal and issue a citation to the owner of the animal to appear in a court to answer charges of a violation of this Policy/Order; or impound the animal and issue a citation to the owner of the animal to appear in a court to answer charges of violation of these Policy/Order. Animals in vehicles shall be restrained in a manner, which will not cause injury and will prevent the animal from reaching the outside of the vehicle.

**E. Unrestrained (At Large) – on Private Property**

Any dog found running at large upon any private property other than that of the owners may be taken up by any person and delivered to the Galveston County Animal Resource Center without fee or charge, and the District shall thereupon hold and dispose of such animal as though such animal had been found running at large and impounded by Animal Control. All dogs impounded under this section shall be held for a minimum of three (3) business days open to the public. At the end of these three (3) days the District will determine its disposition.

**F. Unlawful Restraint of a Dog - Anti-Tethering Law (THSC Section 821.077)**

An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:

- (1) Between the hours of 10 pm and 6 am;
- (2) Within 500 feet of the premises of a school; or
- (3) In the case of extreme weather conditions, including conditions in which:
  - (a) The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
  - (b) A heat advisory has been issued by a local or state authority or jurisdiction; or
  - (c) A hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.

In this section, a restraint unreasonably limits a dog's movement if the restraint:

- (1) Uses a collar that is pinch- type, prong-type, or choke-type or that is not properly fitted to the dog;
- (2) Is a length shorter than the greater of:
  - (a) Five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or

(b) 10 feet;

(3) Is in an unsafe condition; or

(4) Causes injury to the dog.

**G. Anti-Tethering Law: PENALTY (THSC Section 821.079)**

The owner of any dog shall comply with all requirements found in the Chapter 821, Texas Health and Safety Code, Subchapter D Unlawful Restraint of dog, in addition to the ones found below.

- (1) A person commits an offense if the person knowingly violates Subchapter D of the Texas Health and Safety Code.
- (2) A Peace Officer or Animal Control Officer who has probable cause to believe that an owner is violating this subchapter shall provide the owner with a written statement of that fact. The statement must be signed by the Officer and plainly state the date on which and the time at which the statement is provided to the owner.
- (3) A person commits an offense if the person is provided a statement described by Subsection (2) and fails to comply with this subchapter within 24 hours of the time the owner is provided the statement. An offense under this subsection is a Class C misdemeanor.
- (4) A person commits an offense if the person violates this subchapter and previously has been convicted of an offense under this subchapter. An offense under this subsection is a Class B misdemeanor.
- (5) If a person fails to comply with this subchapter with respect to more than one dog, the person's conduct with respect to each dog constitutes a separate offense.
- (6) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.

Deleted: this subchapter

**Section 9 Reporting and Quarantine of Rabies Suspect**

*Purpose: The purpose of this section is to insure uniform and consistent reporting, investigating and quarantining of any animal that the Health Authority or his or her designee believes to be rabid, may have been exposed to rabies, or may have exposed a person to rabies.*

**A. Reporting (THSC Section 826.041)**

A person who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs. The report shall include all information necessary to assist in the investigation and in accordance with Section 826.041 of the Texas Health and Safety Code, the name and address of the victim and the animal's owner, if known, and any other information that may be helpful in locating the victim or animal.

Deleted: ,

**B. Quarantine of Animals (THSC Section 826.042)**

- (1) Whenever and wherever in this Policy/Order an animal is required to be confined in quarantine, the time, place and method of confinement shall be at the discretion of the Health Authority or designee. Animals required to be confined shall be quarantined at the Galveston County Animal Resource Center, a veterinary clinic or a state approved quarantine facility. No home quarantine is allowed.
- (2) The Health Authority or designee may order the quarantine or testing in accordance with this policy for any animal that the Health Authority or designee has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies. Testing requires euthanasia of the animal, then removal of the head with laboratory analysis at a state approved laboratory.
- (3) An owner shall submit to the Health Authority or designee for quarantine an animal that is reported to be rabid or to have exposed an individual to rabies or the owner knows or suspects is rabid or has exposed an individual to rabies, as soon as possible, but not later than twenty-four (24) hours from the time of the reported incident.
- (4) The quarantine period shall be at least ten (10) days or 240 hours from time of bite in a place of confinement designated or approved by the local rabies control authority and under such conditions and in such a manner as may be prescribed by the Health Authority or designee.
- (5) At the time the owner submits for quarantine an animal described by subsection (2) above, the Health Authority or designee shall:
  - (a) Provide written notification to the animal's owner of the date the animal enters quarantine and the date the animal will be released from quarantine;
  - (b) Obtain and retain with the animal's records a written statement signed by the animal's owner and a supervisor employed by the veterinarian or local rabies control authority acknowledging that the information required by Subdivision (a) has been provided to the animal's owner; and
  - (c) Provide the animal's owner a copy of the signed written statement obtained under subdivision (b).
- (6) The Health Authority or designee shall identify each animal quarantined under this section with a placard or other marking on the animal's kennel that indicates the animal is quarantined under this section.

**C. Release or Disposition of Quarantined Animal (THSC Section 826.043)**

- (1) If the Health Authority or designee determines that a quarantined animal does not show the clinical signs of rabies, the Health Authority or designee shall release the animal to its owner when the quarantine period ends if:

- (a) The owner has an unexpired rabies vaccination certificate for the animal; or
- (b) The animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.

Deleted: valid

- (2) If the Health Authority or designee determines that a quarantined animal shows the clinical signs of rabies, the Health Authority or designee shall humanely destroy the animal. If an animal dies or is destroyed while in quarantine, the Health Authority or designee shall remove the head or brain of the animal and submit it a state approved laboratory for testing.

Deleted: euthanize

Deleted: euthanized

- (3) The owner of an animal that is quarantined under this chapter shall pay to the District the reasonable costs of the quarantine and disposition of the animal. The Health Authority or designee may bring suit to collect those costs.

- (4) Except as provided by Subsection (5), the Health Authority or designee may sell the animal and retain the proceeds, or keep, grant, or destroy an animal if the owner does not take possession of the animal before the fourth day following the final day of the quarantine period.

Deleted: The

Deleted: may

Deleted: euthanize

- (5) The Health Authority or designee may not destroy an animal following the final day of the quarantine period unless the Health Authority or designee has notified the animal's owner, if available, of the animal's scheduled destruction.

**Commented [L.T.5]:** Amber's comment was: What if the owner has signed an owner surrender form? Usually, if the owner signs the surrender at the time of the bite, then we don't hold the animal the extra 4 days after quarantine is over. Should we add this clause?

**Answer:** yes, HD should add this. Subsection 826.043(e) was added in 2017 and it is in the statute.

- (6) It shall be a violation of this Policy/Order for the owner or any other person to remove any animal that is required to be quarantined or euthanized or which is otherwise in violation of this Policy/Order from the jurisdiction of the District without written permission from the Health Authority or designee and release or movement from the place of approved confinement shall only be in accordance with this section.

- (7) No animal shall be released or moved from the place of quarantine, except by the Health Authority or designee until after the ten (10) day quarantine period and then only after inspection of the animal has been made and its release approved by the Health Authority or designee.

#### D. Quarantine: Criminal Penalty (THSC Section 826.044)

- (1) A person commits an offense if the person fails or refuses to quarantine or present for quarantine or testing an animal that: is required to be placed in quarantine or presented for testing under this section (Section 9); and

Deleted: s

- (2) An offense under this section is a Class C misdemeanor.

#### E. Exemptions (THSC Section 826.048)

Deleted: ce

Police service animals are exempt from the quarantine requirements of this section if the animal meets the standards in Section 826.048 of the Texas Health and Safety Code.

Deleted: c

Deleted: hapter

Deleted: §

#### F. Fees and Cost

Transportation, capture, laboratory costs, veterinarian impound fees, quarantine costs, euthanasia, body disposal, vaccination costs, and any and all other fees, costs, charges and duties for quarantine and disposition of the animal shall be the direct responsibility of the animal owner or custodian. Failure of the owner or custodian to pay such costs and fees shall constitute a violation of this Policy/Order.

**Commented [LT.6]:** In looking at the minutes, last policy Section 10 was number of dogs and cats limited. Was this section deleted in this proposed policy? Asking because we have to show the deletion in the document.

**Commented [AA7R6]:** It was deleted at the previous review by Barry. It was shown as striked and discussed at that time.  
Another question here – “Failure of the owner to pay such costs and fess... is a violation of this Policy/Order”. Is there a specific offense that can be listed here?

**Commented [AA8R6]:**

## Section 10 Cruelty to Animals and Dog Fighting

*Purpose: The purpose of this section is to define the roles and responsibilities of the District in the investigation of cruelty to animals. The District may provide for the initial investigation into the claims of animal cruelty, assess the health and welfare of the animal, inform the owner of the suspected cruelty, advise owner of proper care and management of animals and provide for the necessary enforcement when applicable. If an animal must be seized as part of cruelty investigation, the District will assist law enforcement in the removal of animals during a law enforcement directed seizure, assist in the transportation of the animals to a licensed veterinarian for an evaluation of the animal's health and welfare, and upon request, house and provide care for all animals obtained during a seizure. All warrants directing the seizure of animals shall be served by a certified Peace Officer. The District will work the Galveston County District Attorney's Office to seek restitution for the expenses associated with the seizure and the care of the animals. These sections conform to Penal Code Title 9, Title 9 also, in addition to other offenses, makes cruelty to livestock animals (42.09), attacks on assistance animals (42.091), dog fighting (42.10), and cock fighting (42.105) offenses in accordance with its provisions.*

### A. Cruelty to Nonlivestock Animals (Texas Penal Code § 42.092(b))

Deleted: , Title 9,

A person commits an offense if the person intentionally, knowingly, or recklessly:

- (1) Tortures an animal or in a cruel manner kills or causes serious bodily injury to an animal;
- (2) Without the owner's effective consent, kills, administers poison to, or causes serious bodily injury to an animal;
- (3) Fails unreasonably to provide necessary food, water, care, or shelter for an animal in the person's custody;
- (4) Abandons unreasonably an animal in the person's custody;
- (5) Transports or confines an animal in a cruel manner;
- (6) Without the owner's effective consent, causes bodily injury to an animal;
- (7) Causes one animal to fight with another, if either animal is a dog;
- (8) Uses a live animal as a lure in dog race training or in dog coursing on a racetrack; or
- (9) Seriously overworks an animal.

### B. Degree of Offense (Texas Penal Code § 42.092(c),(c-1),(c-2))

- (1) An offense under subsection 10(A)(3), (4), (5), (6), or (9) is a Class A misdemeanor, except that the offense is a state jail felony if the person has previously been convicted two times under this section, two times under Section 42.09, or one time under this section and one time under Section 42.09.
- (2) An offense under subsection 10(A) (1) or (2) is a felony of the third degree, except that the offense is a felony of the second degree if the person has previously been convicted under subsection(1), (2), (7), or (8), or under Section 42.09.
- (3) An offense under subsection 10(A)(7) or (8) is a state jail felony, except that the offense is a felony of the third degree if the person has previously been convicted under this section or under Section 42.09.

**C. Exceptions (Texas Penal Code § 42.092(f))**

It is an exception to the application of this section that the conduct engaged in by the person is a generally accepted and otherwise lawful:

- (1) Form of conduct occurring solely for the purpose of or in support of:
  - (a) Fishing, hunting, or trapping; or
  - (b) Wildlife management, wildlife or depredation control, or shooting preserve practices as regulated by state and federal law; or
- (2) Animal husbandry or agriculture practice involving livestock animals.

Deleted: i

**Section 11 Seizure of Animal(s)**

*Purpose: The District's Role in the seizure of dogs causing death or serious bodily injury to a person is to assist law enforcement agencies and fulfill the orders of any court with jurisdictional authority to seize a dog. The District shall seize the dog and shall provide impoundment of the dog in secure and humane conditions until time that the court orders the disposition of the dog. Trained personnel will provide for the humane euthanasia of the dog at the order of the court.*

**Section 12 Dangerous Dogs**

*Purpose: The purpose of this section is to assess dog behavior and determine if this behavior is classified as dangerous. The Animal Services ~~Director~~ or designee reviews all dangerous dog determination cases. Once identified as a dangerous dog, the owner is required to follow the requirements for the owner of a dangerous dog as outlined in this section. An owner of a dangerous dog can appeal the decision of the Animal Control Officer to the Animal Services ~~Director~~ or designee to the Health Authority. The decision of the Health Authority is final. The owner may appeal this final decision to the local court system.*

Deleted: Manager

Formatted: Strikethrough

Deleted: Manager

Formatted: Strikethrough

**A. Dangerous Dog Behavior (THSC Section 822.041)**



Dangerous dog behavior means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Deleted: A dog that

Deleted: C

Deleted: ¶

**B. Requirements for Owner or Custodian of Dangerous Dog (THSC Sections 822.042, 822.047)**

- (1) Not later than the 10th day after a person learns that the person is the owner of a dangerous dog, the person shall:
  - (a) Annually register the dangerous dog with the District; and
  - (b) Restrain the dangerous dog at all times either on a leash in the immediate control of a person or in a secure enclosure; and
  - (c) Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage that identifies in the policy that the dangerous dog is covered or financial responsibility to the District. The insurance shall be for a twelve month period, shall not be cancelled unless the animal is no longer kept by the owner, and must be renewed or obtained for as long as the person has custody or ownership of the dangerous dog; and
  - (d) The dangerous dog when taken outside of the enclosure must be securely muzzled in a manner that will not cause injury to the dangerous dog nor interfere with its vision or respiration but shall prevent it from biting any person or animal; and the dangerous dog must be restrained by high visibility collar marked with the words “dangerous dog” on the collar and must be connected to a substantial chain or cable leash having a minimum tensile strength of 1000 pounds and not to exceed 6 feet in length; and
  - (e) The owner shall post a sign on his or her premises warning that there is a dangerous dog on the property. This sign shall be visible and capable of being read from the public street or highway; and
  - (f) The dangerous dog shall be spayed or neutered and microchipped; and
  - (g) The owner shall notify the District as soon as possible, but under any circumstance not later than twenty-four (24) hours, if a dangerous dog is loose, stolen, unconfined in a secured enclosure, has attacked another animal, has attacked a person, or has died; and
  - (h) The District may at its discretion allow or disallow the relocation of a dangerous dog. Approval to relocate a dangerous dog shall be in writing. If the owner or custodian of a dangerous dog obtains approval to relocate, the owner or custodian shall provide the District

Commented [L.T.9]: Section 822.042 specifies a 30 day deadline. But, Section 822.047 authorizes a county or municipality to place additional requirements or restrictions that are more stringent than those provided under Subchapter D of Chapter 822.

Deleted: <#>Requirements for Owner or Custodian of Dangerous Dog (THSC Section 822.042)¶<#>¶

Deleted: and

with the name, address and telephone number of the new location of the new secure enclosure. The new secure enclosure shall comply with all of the requirements of owners or custodians of dangerous dogs immediately. If the relocation is outside the jurisdictional boundaries of the District, the Animal Services Division shall notify the appropriate animal control authority in that jurisdiction.

(3) The owner of a dangerous dog who does not comply with this section by the 10<sup>th</sup> day after the owner learns that the dog is a dangerous dog, the owner shall deliver the dog to the Galveston County Animal Resource Center.

**Commented [LT.10]:** This has a numbering error, but so far the document is not letting me correct it.

**Commented [LT.11]:** Amber's comment was: The State says 30 days – can we still be more stringent.

**Answer:** Section 822.047 authorizes a county or municipality to adopt more stringent standards. However, the 4<sup>th</sup> day is still problematic.

(4) If, on application of any person, the District, after notice and hearing as provided by this section, that the owner of a dangerous dog has failed to comply with this section, the District shall file in court for an order to seize the dog. The warrant will authorize the seizure. The Animal Services Division shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions.

(5) The owner shall pay any and all cost or fee assessed by the District related to the seizure, acceptance, impoundment, or destruction of the dog. The fees are set by the Galveston County United Board of Health.

(6) The Health Authority or designee shall order the Animal Services Division to humanely destroy the dog if the owner has not complied with this section before the 4th day after the date on which the dog is seized or delivered to the Galveston County Animal Resource Center. The Health Authority or designee shall order the Animal Services Division to return the dog to the owner if the owner complies with this section before the 4th day after the date on which the dog is seized or delivered to the Galveston County Animal Resource Center.

**Commented [LT.12]:** Section 822.0421 gives the owner a longer time period than this for their appeal...so...this time deadline would not be allowable. 4 days would not be allowable.

**Commented [LT.13]:** Amber's comment was: The State says 11 days here and 30 days above. In this policy, it says the owner has 10 days to comply with the requirements. If the owner does not comply within 10 days, the dog can be seized, if not delivered to the ARC. The appeal time is 15 days. So, this should probably read that the dog can be destroyed on day 16. Is that correct? (of course, if the owner signs an owner surrender, all of this is null and void, right? The dog can be euthanized after the 10 day rabies quarantine, right?) Are we able to reduce the appeal date time allowance? The State says 15 days, but in this policy, it says 5 days.

(7) The Health Authority or designee may order the humane destruction of a dog if the owner of the dog has not been located before the 4th day after the seizure and impoundment of the dog.

**Commented [LT.14]:** Answer, no. There were various amendments in 2015, and they provide their provisions notwithstanding any local ordinance, so they control on certain deadlines. For example, 822.0421 is 15 days after the date the owner is notified (so, do not count the day of issuance). Similarly, 822.042e) would also control if the owner has filed an appeal, so the dog may not yet be euthanized. Sending you subchapter D of Chapter 822.

(8) For purposes of this section, a person learns that the person is the owner of a dangerous dog when:

- (a) The owner knows of an attack as described in the definition of dangerous dog behavior; or
- (b) The owner receives notice that a justice court, county court, or municipal court has found that the dog is a dangerous dog under this section; or
- (c) The owner or custodian is informed by the Animal Control Authority that the dog is a dangerous dog under this section.

**Commented [AA15R14]:** Ok, should this section say "the dog can be destroyed after the appeal deadline has passed?" versus a specific day?

**Deleted:** Manager

**Formatted:** Strikethrough

**Deleted:** Manager

**Formatted:** Strikethrough

**B. Determination that Dog is Dangerous and Appeal Process (THSC Section 822.0421)**

(1) If a person reports an incident described in dangerous dog behavior, the Animal Services Division shall investigate the incident. An Animal Control Officer will conduct a thorough investigation of the incident and will recommend to the Animal Services Director or designee if a dangerous dog declaration is appropriate. If, after receiving the recommendation of the Animal Control Officer and the sworn statements of any witnesses, the Animal Services Director or designee will make the

determination that the dog is dangerous. The Animal Services Director or designee shall notify the owner of that fact by certified letter or by hand delivery of that letter.

Deleted: manager

(2) An owner, not later than the 5<sup>th</sup> day after the date the owner is notified that a dog owned by the owner is a dangerous dog may appeal the determination of the Animal Services Director or designee. An owner of the dangerous dog may appeal the decision, to the Health Authority.

Deleted: Manager

Formatted: Strikethrough

Deleted: The Decision of the Health Authority is final

(3) Notwithstanding subsection (2) above, an owner, not later than the 15<sup>th</sup> day after the date the owner is notified that a dog owned by the owner is a dangerous dog, may appeal the determination of the Animal Services Director or designee to a justice, county, or municipal court of competent jurisdiction. To file this appeal, the owner must:

(a) File a notice of appeal of the Animal Services Director or designee's determination with the court;

(b) Attach a copy of the determination from the Animal Services Director or designee; and

(c) Serve a copy of the notice of appeal on the Animal Services Director by mailing the notice through the United States Postal Service by certified mail, return receipt requested, with proper postage affixed and properly addressed.

(4) An owner may appeal the decision of the justice or municipal court in the manner described by Section 822.0424 of the Texas Health and Safety Code.

(5) The owner of the dangerous dog shall comply with the requirements for owners of dangerous dogs during the appeal process.

### C. Registration of Dangerous Dog (THSC Section 822.043)

Annually register the dangerous dog with the Animal Services Division in compliance with the Texas Health and Safety Code if the owner;

Deleted: .

(1) Presents proof of:

(a) Liability insurance or financial responsibility, as required by this section.

(b) Current rabies vaccination of the dangerous dog;

Deleted: and

(c) The secure enclosure in which the dangerous dog will be kept; and

Deleted: .

(d) Pays an annual registration fee as approved by the Galveston County United Board of Health.

(2) The Animal Services Division shall provide to the owner registering a dangerous dog a registration tag. The owner must place the tag on the dog's collar.

Commented [LT.16]: Amber's comment was: We use microchips as "tags". Will this be allowed?

Answer: this requirement comes from Section 822.043(b), which requires a tag on the dog's collar.

(3) If an owner of a registered dangerous dog sells or moves the dog to a new address, the owner, not later than the 14th day after the date of the sale or move, shall notify the Animal Services Division

Deleted: moves

Deleted: or

for the area in which the new address is located. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee as approved by the Galveston County United Board of Health, the Animal Services Division shall issue a new registration tag to be placed on the dangerous dog's collar.

- (4) An owner of a registered dangerous dog shall notify the Animal Services Division of any attacks the dangerous dog makes on people.

#### **D. Dangerous Dog at Large**

Any dangerous dog found at large after the owner thereof has previous knowledge or notice that such dog is dangerous may be tranquilized, captured, impounded and humanely euthanized with or without notifying the owner.

### **Section 13 Keeping of Dangerous Wild Animals Prohibited with Exceptions**

*Purpose: The purpose of this section is to stop any additional importation of dangerous wild animals into Galveston County. Current registered dangerous wild animals may remain within the county until time that the dangerous wild animal is moved to another area outside of Galveston County or the animal becomes deceased. A person that owns, harbors or has custody of a registered dangerous wild animal shall comply with all of the registration requirements of the District and hold a valid certificate of registration as issued by the District.*

#### **A. Applicability (THSC Section 822.102)**

- (1) The District shall not allow for the importation of any dangerous wild animal into the jurisdictional area served by this Policy/Order.
- (2) This subchapter does not apply to:
  - (a) Any current registered dangerous wild animal located in Galveston County.
  - (b) A District, county, municipality, or agency of the state or an agency of the United States or an agent or official of a county, municipality, or agency acting in an official capacity;
  - (c) A research facility, as that term is defined by Section 2(e), Animal Welfare Act (7 U.S.C. Section 2132), and its subsequent amendments, that is licensed by the secretary of agriculture of the United States under that Act
  - (d) An organization that is an accredited member of the Association of Zoos and Aquariums;
  - (e) An injured, infirm, orphaned, or abandoned dangerous wild animal while being transported for care or treatment;
  - (f) An injured, infirm, orphaned, or abandoned dangerous wild animal while being rehabilitated, treated, or cared for by a licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under Subchapter C, Chapter 43,

**Deleted:** merican

**Deleted:** Association

Parks and Wildlife Code;

- (g) A dangerous wild animal owned by and in the custody and control of a transient circus company that is not based in this state if:
  - (1) The animal is used as an integral part of the circus performances; and
  - (2) The animal is kept within this state only during the time the circus is performing in this state or for a period not to exceed 30 days while the circus is performing outside the United States;
- (h) A dangerous wild animal while in the temporary custody or control of a television or motion picture production company during the filming of a television or motion picture production in this state;
- (i) A dangerous wild animal owned by and in the possession, custody, or control of a college or university solely as a mascot for the college or university;
- (j) A dangerous wild animal while being transported in interstate commerce through the state in compliance with the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments and the regulations adopted under that Act;
- (k) A nonhuman primate owned by and in the control and custody of a person whose only business is supplying nonhuman primates directly and exclusively to biomedical research facilities and who holds a Class "A" or Class "B" dealer's license issued by the secretary of agriculture of the United States under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments;
- (l) A dangerous wild animal that is:
  - (1) Owned by or in the possession, control, or custody of a person who is a participant in a species survival plan of the Association of Zoos and Aquariums for that species; and
  - (2) An integral part of that species survival plan; and

Deleted: merican  
Deleted: Association  
Deleted: .

**B. Currently Registered Dangerous Wild Animals**

Only owners of dangerous wild animals currently registered with the District prior to January 1, 2007 may retain or renew registration for dangerous wild animals. An applicant for a renewal certificate of registration for a dangerous wild animal must file an application with the District on forms provided by the District. The applicant shall pay a reasonable fee established by the Galveston County United Board of Health to recover the costs with the administration and enforcement of this section of the Policy/Order. A certificate of registration issued under this section is not transferable and is valid for one year after its date of issuance or renewal unless revoked under the powers of the Health Authority or designee.

**Commented [LT.17]:** What happened to Section 14, that was entitled "Vicious Dogs". Was this section deleted for this proposed policy? If so, we need to show that in the track changes.

**Section 14 Animal Shelters (THSC Chapter 823)**

**Commented [AA18R17]:** It was deleted last year with Barry.

The Galveston County Animal Resource Center is operated in compliance with Texas Health and Safety Code Chapter 823. The Animal Resource Center serves the current members to the Galveston County Animal Services Interlocal Agreement. All Animal Resource Center personnel are trained as prescribed by the Texas Department of State Health Services standards for the humane treatment and care of animals, animal disease, and the transportation of animals. In addition, the Galveston County Animal Services Advisory Committee, described in Section 2 of this Policy/Order, serves the Galveston County Animal Resource Center.

Deleted: 6

The Animal Resource Center is designated the owner of every animal immediately upon impoundment, intake or surrender of the animal to the Animal Resource Center subject to procedures, other sections of this policy, and in accordance with the Texas Occupations Code 801.004. "Owner" in this section includes the temporary assumption of ownership for the purposes of, but not limited to, administering core intake vaccinations and performing euthanasia as directed by procedures. After three (3) business days open to the public, animals that are not claimed and redeemed by the original owner or custodian may be adopted, rescued, or humanely euthanized.

Deleted: as

Deleted: 3

Deleted: p

Deleted: o

### Section 15 Euthanasia of Animals (THSC Chapter 821, Subchapter C)

The District administers sodium pentobarbital to euthanize animals in the custody of the Animal Resource Center in accordance with the requirements and procedures established pursuant to Subchapter C of Chapter 821 of the Texas Health and Safety Code. An approved sponsor and curriculum in the proper methods and techniques for euthanizing animals trains all Animal Services Division employees.

Deleted: by the

Deleted: Section 821.051.

### Section 16 Disposal of Carcasses

The owner of an animal that has control of the animal before or at the time of the animal's death shall be responsible for the proper disposal of the animal carcass and shall assume all costs associated with this disposal. If the owner of a dead animal cannot be identified, the property owner or the person having control of the property containing the carcass shall be responsible for the disposal of the carcass and shall also assume all of the costs associated with the proper disposal.

### Section 17 Releasing or Abandonment of Animals

#### A. Violation to Release or Abandon an Animal

It shall be a violation of this Policy/Order for any person to release or abandon any animal, dog, cat or other animal whatsoever on any property, whether public or private, within the District. An animal shall be considered abandoned if the owner has not provided care, including food, water or shelter, for three (3) or more consecutive days.

#### B. Person Having Knowledge of Releasing and Abandoning

Any person having knowledge of an animal which has been or is believed to have been released or abandoned shall so notify the Animal Services Division and shall give all pertinent information including

description and location of the animal and the name, address, car license number, or any other information or description of the person who dumped, released or abandoned the animal, if known.

### **C. Keeping, Harboring or Feeding Strays**

Any person who keeps, harbors, feeds, shelters or otherwise allows any stray animal or any animal, which has been released or abandoned, to remain on the person's property for three (3) or more days without notifying the District, shall hereby be deemed the owner of said animal.

## **Section 18 Wildlife**

### **A. Keeping of Wildlife**

No person may collect, hold, possess, display, transport, release, or propagate protected wildlife, as defined under the laws of this state or federal law, for the purposes of this subchapter without a permit issued under the Parks and Wildlife Code, Chapter 43 Special Licenses and Permits.

## **Section 19 Right to Enter Property**

### **A. Right to Enter**

- (1) Animal Control Officers are authorized to enter any unsecured or unfenced lot, tract or parcel of land for the purpose of capturing any animal running at large.
- (2) Nothing in this Policy/Order shall be construed as authority for Animal Control Officers, employees or their agents to enter buildings unless:
  - (a) The owner or other person with control over the premises consents to entry,
  - (b) A valid warrant is obtained, or
  - (c) Exigent circumstances exist such that there is necessity to act immediately to protect or preserve life or to prevent serious injury to a person or an animal.

## **Section 20 Interference with Animal Control Officer**

No person may interfere with, hinder or molest any Animal Control Officer, or other party designated by Animal Control, in the performance of any duty delegated in this Policy/Order, nor shall any person seek to release any animal impounded under the provisions of this Policy/Order except as herein provided.

## **Section 21 Duties of Health Authority (THSC Section 121.024)**

- (1) A health authority is a state officer when performing duties prescribed by state law.

(2) A health authority shall perform each duty that is:

- (a) Necessary to implement and enforce a law to protect the public health; or
- (b) Prescribed by the Texas Department of State Health Services ("DSHS"),

Deleted: board

(3) The duties of a health authority include:

- (a) Establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;
- (b) Aiding the DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;
- (c) Reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the DSHS, in the manner and at the times prescribed by the DSHS;
- (d) Reporting to the DSHS, on any subject on which it is proper for the DSHS, to direct that a report be made; and
- (e) Aiding the DSHS, in the enforcement of the following in the health authority's jurisdiction:

Deleted: board

Deleted: board

Deleted: board

Deleted: board

Deleted: board

Deleted: board

- (A) Proper rules, requirements, and ordinances;
- (B) Sanitation laws;
- (C) Quarantine rules; and
- (D) Vital statistics collections.

## Section 22 Health Authority may Promulgate Rules

The Health Authority shall have the power, with the approval of the Board, to prescribe and promulgate such policy/orders, not inconsistent with any law of the State, as may be deemed necessary to protect the health and safety of the people and to effectively perform the duties imposed herein.

## Section 23 Enforcement

The Health Authority of the Galveston County District or delegated representative shall enforce the provisions of this policy/order. It shall be a violation of this rule to interfere with the Health Authority or his delegated officer or any other delegated representative of the Health Authority in the performance of their duties.

## Section 24 Issuance of Citations



In addition to or in lieu of impounding an animal which is in violation of or has violated any section or subsection of this rule or in addition to or in lieu of suspension or revocation of a license or permit, the Animal Services Division may issue to the owner of such animal or holder of such license or permit a penalty which shall be stated on the notice, which may, at the discretion of the animal owner or holder of the permit or license, be paid to the agency designated by the Animal Services Division within the time specified on the notice in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period prescribed, a complaint will be filed in a court of law and upon conviction of a violation of this rule and the owner shall be punished as provided in this rule.

### **Section 25 Liability**

Any suit brought against any officer or employee of the District because of some act performed by the officer or employee in the enforcement of any provision of this rule shall be defended by legal counsel of the District's liability insurance until the final termination of the proceedings.

### **Section 26 Invalidity**

In the event any section, clause, sentence or paragraph or any part of this rule shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this rule.

### **Section 27 Rules in Conflict Repealed**

All ordinances, rules or parts of ordinances or rules in conflict herewith are, to the extent of such conflict, hereby repealed.

### **Section 28 Effective Date**

This rule shall be in full force and effect from and after its passage and its publication as provided by law. Publication shall be by caption only in a newspaper of general circulation within the County of Galveston.

Passed and approved on second reading the 21st day of October, 1981, and amended on second reading on this 23rd day of February, 1983, and amended on second reading on this 27th day of July, 1988 and amended on second reading on the 13th day of December, 1995, and amended on second reading this 26th day of June, 2002, and amended on second reading this 30th day of July, 2003. Passed and approved on second reading on this 26th day of September 2007. Passed and approved on second reading on this 25th day of March 2009. Passed and approved on second reading on this 25th day of April 2012. Passed and approved on second reading on this 25th day of February 2014. Passed and approved on this 29th day of April 2015. Passed and approved on second reading on this 26<sup>th</sup> day of July 2017. Passed and approved on second reading on this \_\_\_ day of \_\_\_ 2018.

**IT IS SO ORDERED**

**PASSED AND APPROVED** the \_\_\_\_ day of \_\_\_\_\_, 2018

Deleted: 26<sup>th</sup>

Deleted: July,

APPROVED

Deleted: ¶

¶

Signed before me this k . day of Notary Public for the State of Texas¶

¶

----- Column Break -----

<object>Galveston County United Board of Health¶

¶

<object><object>, 2017¶

¶

<object>¶

## Appendix 1 – Definitions

The word “**Abandon**” shall mean the abandoning of an animal in the person’s custody without reasonable arrangements for assumption of custody to another person.

The word “**Animal**” shall mean a non-human warm or cold-blooded animal, every living dumb creature, or any mammal, domesticated or wild.

**Commented [LT.19]:** The statutory definition , 821.001 defines an animal: “animal includes every living nonhuman creature.” And, in the rabies control statute, an animal is defined to mean a warm-blooded animal (at 826.002).

The words “**Animal Services Division**” shall mean the Animal Services Division of the Galveston County Health District.

The words “**Animal Shelter**” shall mean a facility that keeps or legally impounds stray, homeless, abandoned, or unwanted animals

The words “**Animal Control Officer**” shall mean the person or persons employed by the Galveston County Health District, Animal Services Division.

The words “**Animal Shelter**” shall mean any facility that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

The words “**Assistance Animal**” shall meaning assigned by Section 121.002, Human Resources Code.

The word “**Bite**” shall mean any abrasion, scratch, puncture, tear, or piercing of the skin that causes bleeding and is caused by or suspected of being caused by an animal.

The word “**Cat**” shall mean Felis catus.

The word “**Collar**” shall mean any collar constructed of nylon, leather, or similar material specifically designed to be used by a dog, cat or ferret.

The words “**Confined or Confinement**” shall mean confined within a building, house or structure or within a fenced yard or premises, so that the animal cannot escape from said building, house, structure or fenced yard or premises without human assistance.

The words “**Cruel Manner**” or “**Cruelly Treated**” shall mean a manner that causes or permits unjustified or unwarranted pain or suffering, tortured, seriously overworked, unreasonably deprived of necessary food, care, or shelter, cruelly confined or caused to fight with another animal.

The word “**Custody**” shall mean the responsibility for the health, safety, and welfare of an animal subject to the person’s care and control, regardless of ownership of the animal.

The words “**Dangerous Dog**” shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own or commits unprovoked acts in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe

that the dog will attack and cause bodily injury to that person.

The words "**Dangerous Wild Animals**" shall include lions, tigers, ocelots, cougars, leopards, cheetahs, jaguars, bobcats, lynx, servals, caracals, hyenas, bears, coyotes, jackals, baboons, chimpanzees, orangutans, gorillas, and any hybrid of these animals.

**Commented [L.T.20]:** Changed this to match what UBOH adopted in 2017

The word "**District**" shall mean the Galveston County District.

The word "**Dog**" shall mean a domesticated animal that is a member of the canine family.

**Commented [L.T.21]:** The statutory definition, at 826.002, defines dog as "Dog means *Canis familiaris*."

The words "**Health Authority**" shall mean a licensed physician designated by the Galveston County United Board of Health and having filed an oath of office and appointed by the Board to fulfill the statutory requirements of the Texas Health and Safety Codes provide for animal control and rabies eradication.

The word "**Facility**" shall mean the same as animal establishment.

**Commented [L.T.22]:** Then what is the definition for animal establishment? It is not in here. In looking at your minutes, see you deleted the definition for "animal establishment in 2017. So...cannot define facility with reference to "animal establishment"

The word "**Foster**" shall mean to give care and to promote growth and development of animals.

The words "**Licensed Veterinarian**" shall mean a veterinarian licensed in the State of Texas to practice veterinary medicine.

The word "**Livestock**" shall mean exotic livestock as defined by Section 161.001, Agriculture Code.

The word "**Microchip**" shall mean a transponder that is placed under an animal's skin by an injector and can be read by a microchip scanner.

The words "**Multiple Dwelling**" shall mean any structure designed and intended to accommodate more than one (1) family and includes but is not limited to duplex buildings and apartment buildings.

The words "**Necessary food, care, or shelter**" shall mean food, care, or shelter provided to the extent required to maintain the animal in a state of good health.

The words "**New Owner**" shall mean a person who is legally competent to enter into a binding contract and who is legally competent to enter into a binding contract and who is adopting an animal from a releasing agency.

The word "**Owner**" shall mean any person or agency, which feeds, shelters, harbors, owns, has custody, possession or control, or has the responsibility to control an animal.

The word "**Permanent Resident**" means the place where a person has his or her true, fixed and permanent home and principal establishment to which, whenever absent, he or she has the intention of returning.

The word "**Person**" shall mean one as a human being, a partnership, or a corporation

The words "**Properly Fitted**" shall mean, with respect to a collar, a collar that measures the

circumference of a dog's neck plus at least one inch.

The word "**Quarantine**" shall mean the strict confinement of an animal in such a manner and period of time as prescribed by the Health Authority at a facility approved by the Director of Animal Services or her designee and under restraint by a closed cage or paddock or in any other manner approved by DSHS rule.

**Commented [LT.23]:** See 826.002 of the Health & Safety Code. Still left off private premises...

The word "**Rabies**" shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite

The word "**Restraint**" shall mean a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

The words "**Running at large**" or "at large" shall mean that a dog is not under the control of the owner, or that of a person or persons authorized by the owner to care for said dog, either by cord, leash, chain or confinement.

The words "**Secure Enclosure**" means a fence area or structure that is locked, capable of preventing the entry of the general public, including children, capable of preventing the escape or release of a dog, clearly marked as containing a dangerous dog and in conformance with the requirements of the District The structure/pen shall provide enough room for the animal on all four limbs to turn around without touching the sides of the structure/pen. The structure/pen shall provide protection from the elements for the dangerous dog. The Health Authority shall have the right to require more stringent logistics for the structure/pen based upon the type of dog to be kept in the enclosure and its anticipated ability to escape.

The words "**Serious bodily injury**" shall mean an injury characterized by severe bit wounds or sever ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment

**Deleted:** vere

**Deleted:** B

**Deleted:** I

**Deleted:** the

The word "**Sterilization**" shall mean the surgical removal of the reproductive organs of animals or the use of nonsurgical methods and technologies approved by the United States Food and Drug Administration or the United States Department of Agriculture to permanently render the animal unable to reproduce.

The word "**Stray**" shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

The word "**Torture**" shall mean any act that causes unjustifiable pain or suffering.

The word "**Trip**" shall mean to use an object to cause a horse to fall or lose its balance.

The word "**Tattoo**" shall mean a permanent etching formed by injecting ink into the basal layer of the epidermis of an animal.

The word "**veterinarian**" shall mean a person licensed to practice veterinary medicine in Texas by the State Board of Veterinary Medical Examiners.

The words "**Veterinary Hospital**" shall mean any establishment maintained and operated by a licensed

veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #8**

**Consider Donation of a Disaster Trailer from the American Kennel Club (AKC) for  
Submission to the United Board of Health**



## CANINE SUPPORT AND RELIEF FUND AKC PET DISASTER RELIEF GRANT GUIDELINES AND APPLICATION

### **AKC PET DISASTER RELIEF**

AKC Reunite, through its Canine Support and Relief Fund, coordinates contributions and funds to donate AKC Pet Disaster Relief Units ("Units") to qualified organizations and government units and instrumentalities. These Units are intended to be used to provide co-location for the pets and service animals of people evacuating emergency situations, in accordance with the federal PETS Act of 2006. Each Unit comprises a 16 ft. x 7 ft. two-axle trailer with many of the materials necessary to set up an emergency shelter for fifty or more pets and service animals.

### **APPLICATION OVERVIEW:**

- Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, applicant may be a government unit or instrumentality.
- Applicant must work with an American Kennel Club ("AKC") member or licensed club(s) to raise funds for the Unit.
- The current typical cost of each Unit is approximately \$22,000. Once the sponsoring Local AKC club(s) have raised at least \$12,000, AKC Reunite will allocate and supplement the additional funding to fully fund the trailer using National donations from AKC Parent Clubs and its own funding. These amounts are subject to change. If your Club or group of Clubs wants exclusive sponsorship of the trailer, a donation of \$19,500 is required. All trailers are delivered with AKC Reunite logos and the AKC Pet Disaster Relief masthead. Club and other logos will be featured for funding of \$1,000 or greater toward a trailer according to the logo schedule.
- After sufficient funds for the purchase of the Unit have been raised, the application has been approved, and AKC Reunite and the recipient organization have entered into an AKC Pet Disaster Relief Unit Agreement, arrangements will be made to order and deliver a Unit to the recipient organization.

Applications for funding are considered without regard to race, gender, disability, religion, ethnicity, age or sexual orientation.

### **APPLICATION INSTRUCTIONS:**

- Applications must be in writing on the designated form or in the approximate format provided. Do not remove or omit any of the application's questions. If a question is not applicable to your organization, please answer with N/A.



- To apply, submit the following application in a hard-copy format (Sections A, B, C and D) Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes or other attachments will not be accepted.
- Do not bind the application with staples or folders or put into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Recipients will receive a Grant Follow Up Form which must be completed and returned in accordance with the AKC Pet Disaster Relief Unit Agreement.

**Applications can be sent to:**

**Tessa Johnson – Grant Administrator  
AKC Reunite  
8051 Arco Corporate Drive, Suite 200  
Raleigh, NC 27617**

**CSARF@akccar.org            phone: 919-816-3980**

**OTHER REQUIREMENTS**

1. Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, an applicant may be a government unit or instrumentality.
2. Applicant must be ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to natural or man-made emergencies or disasters.
3. An AKC member or licensed club must sponsor the application and raise funds to be complemented by funds from AKC Reunite for purposes of purchasing the Unit.
4. Recipient organization must sign the AKC Pet Disaster Relief Unit Agreement prior to receiving the Unit.
5. Recipient organization will take full title, responsibility and liability for the Unit.
6. Recipient organization will securely store the Unit and its contents.
7. Recipient organization must have access to a vehicle capable of transporting the Unit. The typical Unit is a 16ft x 7ft two-axle trailer with up to 10,000 lb GVW. Truck should be at least ¾ ton with electric brakes and 10,000 lb pound hitch.
8. Recipient organization must maintain and display the logos on the Unit as delivered. Each Unit may include the logos of AKC, AKC Reunite, AKC member and licensed club(s) donating at least \$1,000 for the purchase of the Unit, and other organizations donating at least \$1,000 for the purchase of the Unit, in all cases, in the sole discretion of AKC. No additional logos may be displayed on the Unit unless agreed by AKC in its sole discretion.
9. Recipient organization must pledge to display the Unit at least two times per year within the community, in cooperation with the sponsoring AKC member and licensed club(s), unless the Unit has been recently deployed in a declared emergency. The display should be at a community event such as the local AKC dog show, AKC Responsible Pet Ownership Day event, county or state fair, holiday parade, etc.

10. Recipient will be responsible for replenishment of supplies after deployment and use.
11. Recipient will be responsible for carrying necessary insurance for the storage and use of the Unit and equipment.



**CANINE SUPPORT AND RELIEF FUND  
AKC PET DISASTER RELIEF  
GRANT APPLICATION**

*Please type or print clearly using blue or black ink. Please complete all sections. If a section is not applicable to your organization, answer with N/A.*

**Section A: GENERAL INFORMATION**

---

1. Date of Application: \_\_\_\_\_
  
2. Official Name of Organization: \_\_\_\_\_
  
3. Organization Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_
  
- Web Site: \_\_\_\_\_
  
- Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_
  
4. Name of Executive Director / Leader: \_\_\_\_\_
  
- Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_
  
- Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_
  
5. Primary Grant Application Contact Person (if other than Executive Director):
  
- Name: \_\_\_\_\_ Title: \_\_\_\_\_
  
- Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_
  
- Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_
  
6. Your organization's Federal Tax ID# (EIN): \_\_\_\_\_

7. Your organization's tax-exempt status: \_\_\_\_\_

8. Is your organization the subject of material litigation or an investigation that could have a material adverse effect on your organization or your organization's financial status? If so, please explain.

9. Sponsoring AKC Club(s):

\_\_\_\_\_  
\_\_\_\_\_

10. Primary Club Grant Contact:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

11. Does your organization have an affiliation with an American Kennel Club employee, board member or member or licensed club? If so, please explain.

12. Has your organization received any previous support from The American Kennel Club or AKC Reunite? List the specific year(s) and please explain.

13. Date of organization's inception: \_\_\_\_\_

14. Territory or area served: \_\_\_\_\_



**Section C: CERTIFICATION**

---

All of the statements I have made in this application are true and accurate. I have reviewed the AKC Pet Disaster Relief Unit Agreement and will sign the AKC Pet Disaster Relief Unit Agreement prior to our organization receiving the Unit.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**Section D: ATTACHMENTS**

---

Please include the following documentation with your application:

- Completed W-9, if applicable.
- A list of the Members of the Board of Directors or similar governing body, contact phone numbers and their business affiliations.
- Proof of 501(c)(3) status, if applicable.

## CANINE SUPPORT AND RELIEF FUND

### AKC PET DISASTER RELIEF UNIT AGREEMENT

This Agreement (the "Agreement") is entered into as of [DATE], by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC Reunite"), and [RECIPIENT] ("Recipient"). AKC REUNITE and Recipient are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

AKC REUNITE is pleased to approve a grant in kind (the "Grant") from the Canine Support and Relief Fund to Recipient in the form of a trailer and supplies, collectively referred to as an AKC Pet Disaster Relief Unit ("PDRU"), for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster (an "Emergency"). The Parties acknowledge that Recipient has not raised any funds, but local American Kennel Club ("AKC") member or licensed club(s) (such club(s), the "Sponsoring Club(s)") have raised funds in an amount equal to a portion of the total cost of the PDRU. The Local Funds have been donated to AKC REUNITE. The Grant is made subject to the terms and conditions set forth in this Agreement.

As a condition of the Grant, the Parties agree as follows:

#### 1. Duties and Responsibilities of Grant Recipient.

- 1.1. Use of PDRU. Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
- 1.2. Maintenance of PDRU. Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately 50 pets and service animals in the event of an Emergency. Recipient agrees to obtain and maintain commercially appropriate insurance for the storage and use of the PDRU, and to provide AKC REUNITE with a certificate of insurance evidencing such continuing coverage.
- 1.3. Prohibition Against Sale or Transfer of PDRU. Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC REUNITE. Recipient further agrees that, in the event Recipient is no longer able to maintain the PDRU and wishes to relinquish ownership, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.
- 1.4. Access to PDRU Transportation. Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle, or a comparable vehicle. The truck or other vehicle should weigh at least ¾ ton and possess electric brakes and a 10,000 pound hitch.

- 1.5. Signage on PDRU.** Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC REUNITE. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC REUNITE. With the prior written consent of AKC REUNITE, which may be granted or withheld in its sole discretion, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC REUNITE in its sole discretion. No other logos or promotional material in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC REUNITE.
- 1.6. Display Requirement.** Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A “community event” should be expected to be widely attended by members of the community and may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
- 1.7. Reporting Requirements.** Recipient shall be provided annually with a Grant Follow Up Form (the “Form”), and Recipient agrees to complete and return the Form in compliance with the Form’s instructions, on an annual basis. Annual completion and submission of the Form is both a condition to satisfying Recipient’s obligations under this Agreement and a precondition to consideration by AKC REUNITE of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC REUNITE indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
- 1.8. Transfer of Ownership.** Recipient shall take full title, responsibility and liability for the PDRU.
- 2. Application for Future Grants.** Receipt of the Grant neither guarantees nor precludes future grants by AKC REUNITE to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
- 3. Representations and Warranties of Both Parties.** Each Party represents and warrants to the other that:

  - 3.1.** it is duly organized and in good standing pursuant to the laws of the jurisdiction in which it was formed;
  - 3.2.** this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument



to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;

- 3.3. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
- 3.4. no suit, action, claim, investigation or other proceeding is pending or, to the best of its knowledge, is threatened against it which questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement; and
- 3.5. it has full power and authority to make the representations in this Agreement, and this Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.

4. **Representations and Warranties of Recipient.** Recipient hereby represents and warrants to AKC Reunite that:

- 4.1. Recipient is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or Recipient is a government unit or instrumentality;
- 4.2. Recipient is ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
- 4.3. no suit, action, claim, investigation or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.1 above.

5. **Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.

6. **Termination and Survival.**

- 6.1. **Termination.** Subject to Section 1.2 above, this Agreement shall remain in effect until the PDRU is no longer usable, as determined by AKC REUNITE in its sole discretion, or, subject to Section 1.3 above, no longer owned by Recipient.
- 6.2. **Early Termination.** In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC REUNITE, this Agreement shall terminate thirty days after the date of notice, unless Recipient shall have cured the breach to AKC REUNITE's satisfaction prior to the expiration of the thirty-day period.
- 6.3. **Survival.** Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.3 and Sections 7, 8, 9, 12, and 14.

**6.4. Effect of Termination.** In the event of termination of this Agreement, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

7. **Liability and Indemnification.** Recipient shall indemnify, defend and hold harmless AKC, AKC REUNITE, and the Sponsoring Club(s), and their respective officers, directors, trustees, members, employees, or agents from all claims, assessments, losses, damages, liabilities, debts, charges (including settlements, judgments and decrees which give rise to any of the foregoing), fees, costs and expenses, including interest, penalties, court costs, attorney's fees and expenses (collectively, "**Damages**") to the extent such Damages arise in connection with this Agreement.
8. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), then pertaining (available at [www.adr.org](http://www.adr.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within ten business days of commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration shall be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits designated by the AAA. The arbitration shall be held in New York and, as provided in paragraph 12, shall apply the substantive law of New York, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages. Further, the arbitrator shall be bound by the express terms of this Agreement.

Any controversy or claims shall be kept confidential by the Parties and their attorneys and advisors, without publicity, and except as may be required by law, no Party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration under this Agreement without the mutual written consent of the Parties.

9. **Notices.** Notices shall be written, and delivered personally or sent (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally-recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). Notices shall be sent to the Parties at the following addressees and addresses, until such time as any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

[Organization Address and Contact]

If to AKC REUNITE:

[AKC REUNITE Address and Contact]

10. **Assignment.** Recipient may not assign this Agreement without the prior written consent of AKC REUNITE. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
11. **Waiver.** Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to its choice of law.
13. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
14. **Enforcement.** AKC REUNITE reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC REUNITE to bring any such arbitration or suit.
15. **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.
16. **Additional Documents and Acts.** Each of the Parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC REUNITE to Recipient.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. For the purpose of executing this Agreement, the parties hereto agree that .pdf signatures sent via email shall serve as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

AMERICAN KENNEL CLUB COMPANION  
ANIMAL RECOVERY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[RECIPIENT]

By: \_\_\_\_\_  
Name:  
Title:

**AKC**  **PET DISASTER RELIEF**



Keeping people and their pets together when the unthinkable happens

Brought to you by:



**AKC**  **PET DISASTER RELIEF**

Help is needed



After the devastation of Hurricane Katrina, Federal Law requires local Emergency Management teams to have readiness plans and resources available to help citizens and their pets in the event of a disaster.

Brought to you by:



**AKC**   
**PET DISASTER RELIEF**

**What is AKC Pet Disaster Relief?**

- AKC Reunite and AKC Clubs donate AKC Pet Disaster Relief trailers to local Emergency Management organizations.
- Trailer and its contents assist with Emergency Management planning, preparations and response to disasters.



*County of San Diego Department of Animal Services responds to Potrero Border Fire.*

Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.

**AKC**   
**PET DISASTER RELIEF**

**Other important details**

- Emergency Management agrees to donation terms.
- The trailer becomes property of local Emergency Management organization for the sole use of assisting pets during disasters.
- Organization is responsible for deploying, insuring, properly storing and maintaining the trailer and its contents.
- The trailer does not house pets. It is driven to a designated site and its contents are used to shelter pets during an emergency.
- Emergency Management is required to display trailer at two community events per year.



*McClain County Emergency Manager, Ed Cravens, with Bulldog Club of America member, Bob Newcomb, at the McClain County Emergency Management trailer unveiling event.*

Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.

**AKC**  **PET DISASTER RELIEF**

**What's inside the trailer?**

AKC Pet Disaster Relief trailers are stocked with nonperishable necessities for sheltering pets:

- Pet supplies, including bowls, collars, leashes, crates, cat litter
- Hardware items, including fans, lighting, generator
- Cleaning supplies
- Administrative supplies
- AKC Reunite microchips and scanner



*Inside view of a trailer, stocked with the non-perishable supplies required to set-up, maintain and run an emergency pet shelter.*

Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.

**AKC**  **PET DISASTER RELIEF**

**How are the trailer's items used?**

**Lost and Found Pet Shelters**

- Displaced animals are housed in "pop-up reunion center" until reunited.
- Approved volunteers and shelter staff provide care.



*City of Fort Worth, Texas - Hurricane Harvey, September 2017*

**Co-Location Shelter**

- Houses both humans and their animal companions.
- The people housed at the shelter are responsible for their pet's general care.



*Arizona Humane Society – Arizona Tenderfoot Fire, June 2016*

Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.


**AKC PET DISASTER RELIEF** Turnkey set-up

**Step 1**  
Trailer delivers supplies to site assigned by local Emergency Management

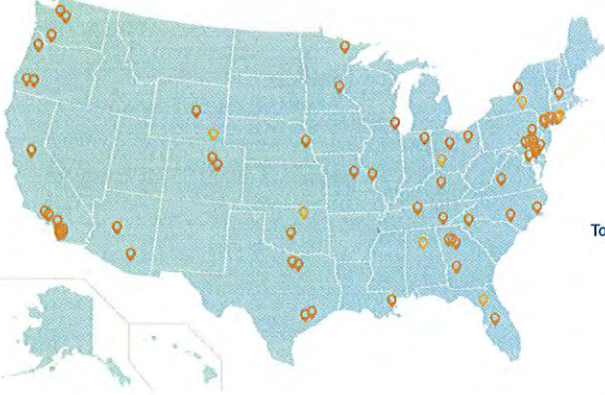
**Step 2**  
Items are unloaded to create temporary emergency pet shelter

**Step 3**  
Crates are set up and arranged

**Step 4**  
Supplies are staged. Pets can now be brought into the shelter



Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.

**AKC PET DISASTER RELIEF** Where are AKC Pet Disaster Relief trailers located?




**64**  
Total Trailers Donated

**7**  
Total Trailers Coming Soon

 DONATED  COMING SOON

AKC Pet Disaster Relief locations as of December, 2017.

Brought to you by:  **AKC REUNITE.**  
The way home for lost pets.



**AKC**  **PET DISASTER RELIEF**

**Great opportunity for Clubs**

Build meaningful grassroots relationships with your Community

- Pitch AKC Pet Disaster Relief to your local Emergency Management, demonstrating your Club's concern for all pets and their well-being during a disaster.
- Work alongside community leaders with the common goal of acquiring a trailer, and disaster plans that include pets.
- Once trailer is acquired, have a trailer unveiling event to educate the public.
- Club members can choose to be trained to be volunteers



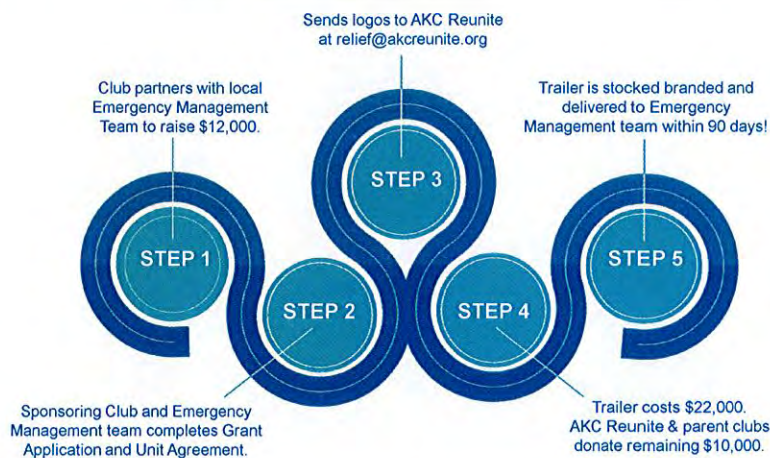
County of San Diego Department of Animal Services trailer presentation at the Silver Bay Kennel Club Dog Show.

Brought to you by:



**AKC**  **PET DISASTER RELIEF**

**Steps to a Trailer in Your Community**



Brought to you by:



AKC PET DISASTER RELIEF

### Sponsorship levels for logos

Your organization's black and white logo will be featured on the trailer based on your donation amount. Logo featured on both sides of the trailer for \$2,500 and greater.

Donation	\$1,000	\$2,500	\$5,000	\$10,000
	One – 10" logo	Two – 12" logos	Two – 18" logos	Two – 24" logos

Brought to you by:

AKC PET DISASTER RELIEF

### Questions?

**For more information and fundraising materials contact Tessa Johnson at AKC Reunite**

[www.akcreunite.org/relief](http://www.akcreunite.org/relief)

[relief@akcreunite.org](mailto:relief@akcreunite.org)

**919-816-3980**

Brought to you by:



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #9**

**Comparative Data Summary (2018-2017) (Intake and Dispositions)**



Animal Services Division  
Animal Resource Center - YTD Report by Jurisdiction  
October 2017 - September 2018

Jurisdiction	Incoming Animals				Outgoing Animals-Disposition Method										Died in Care
	Incoming Field	Incoming Shelter	Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Euthanasia Request by Owner	Disposal Request by Owner	Missing				
Bayou Vista	14	3	4	0	1	7	0	3	0	2	0	0	17		
Dickinson	2	35	10	0	8	0	0	2	12	6	0	0	38		
Hitchcock	155	144	82	9	47	32	0	117	5	1	0	0	297		
Kemah	28	14	9	0	9	0	0	12	3	0	0	2	49		
La Marque	394	270	133	41	79	79	0	226	7	69	0	17	651		
Santa Fe	0	17	7	0	1	0	0	1	5	3	1	0	17		
Texas City	1427	1145	584	207	439	282	0	814	43	98	2	65	2,534		
Tiki Island	8	1	0	0	0	0	0	7	0	0	0	0	9		
Unincorporated	792	663	306	75	305	193	0	440	48	33	0	34	1,434		
<b>Totals</b>	<b>2,820</b>	<b>2,301</b>	<b>1,140</b>	<b>343</b>	<b>889</b>	<b>593</b>	<b>0</b>	<b>1,622</b>	<b>123</b>	<b>212</b>	<b>2</b>	<b>122</b>	<b>5,046</b>		

## Euthanasia Breakdown

Jurisdiction	Aggressive		Behavior Issue		Health Condition		Illness		Injured		Time/Space		Feral Cat
	Dog	Cat	Dog	Cat	Dog	Cat	Dog	Cat	Dog	Cat	Dog	Cat	
Bayou Vista													
Dickinson	9	2	15	9	19	16	1	18	1	3	1	3	16
Hitchcock	1	1	1	1	1	1	1	1	2	1	1	1	3
Kemah	19	1	30	13	42	20	2	32	1	2	2	11	40
Santa Fe													
Texas City	42	8	122	42	100	96	5	32	146	5	17	10	130
Tiki Island													
Unincorporated	22	1	55	29	46	43	2	11	73	1	11	6	23
<b>Totals</b>	<b>93</b>	<b>12</b>	<b>226</b>	<b>94</b>	<b>208</b>	<b>180</b>	<b>13</b>	<b>55</b>	<b>272</b>	<b>8</b>	<b>33</b>	<b>30</b>	<b>117</b>

Euthanasia Totals		
Dogs		690
Cats		898
Other		34
<b>Grand Total</b>		<b>1,622</b>

## ACO Activities with Reasons

Jurisdiction	Calls Received		Avg Response Time	Assist Law Enforcement		Bite Reports		Carcass Retrieval		Contained by Citizen or Trap		Other	Sick or Injured	Stray	Transport	Trap Drop off/Pick up	Unrestrain/Property	Welfare Check or Neglect		Wildlife Assist
	Dog	Cat		Dog	Cat	Dog	Cat	Dog	Cat	Dog	Cat							Dog	Cat	
Bayou Vista	16	1	1:06	2	2	0	0	0	0	0	0	0	0	4	0	0	0	0	3	5
Hitchcock	379	4	1:00	4	6	0	0	0	0	29	13	0	0	212	27	1	1	58	28	0
Kemah	76	1	1:37	1	0	0	0	0	0	6	1	0	0	18	1	0	0	2	47	0
La Marque	1,056	7	0:56	7	29	73	7	0	0	68	22	1	0	568	35	0	0	126	127	0
Texas City	127	0	0:18	0	0	0	0	0	0	0	0	0	0	0	127	0	0	0	0	0
Tiki Island	6	0	0:37	0	0	0	0	0	0	2	0	0	0	1	0	0	0	0	0	0
Unincorporated	1,812	14	0:54	14	60	0	0	0	0	159	41	3	0	1,072	74	0	6	244	139	0
<b>Totals</b>	<b>3,472</b>	<b>28</b>	<b>0:52</b>	<b>28</b>	<b>97</b>	<b>73</b>	<b>8</b>	<b>33</b>	<b>30</b>	<b>264</b>	<b>77</b>	<b>4</b>	<b>73</b>	<b>1,875</b>	<b>264</b>	<b>1</b>	<b>7</b>	<b>433</b>	<b>349</b>	<b>0</b>

## Additional Information

Jurisdiction	Quarantines		Citations Issued		Notices Issued		Registration	
	Dog	Cat	Dog	Cat	Dog	Cat	Dog	Cat
Bayou Vista	2	9	0	0	0	0	1	1
Hitchcock	5	26	51	15	15	15	15	15
Kemah	1	2	1	3	3	3	3	3
La Marque	24	73	128	28	28	28	28	28
Texas City	39	5	0	122	122	122	122	122
Tiki Island	0	0	0	0	0	0	0	0
Unincorporated	69	237	239	100	100	100	100	100
<b>Totals</b>	<b>140</b>	<b>352</b>	<b>419</b>	<b>269</b>	<b>269</b>	<b>269</b>	<b>269</b>	<b>269</b>

## Notes:

1st Quarter  
Physical Count of animals at ARC on 10/31/17: 228  
Physical Count of animals at ARC on 11/30/17: 221  
Physical Count of animals at ARC on 12/31/17: 221

2nd Quarter  
Physical Count of animals at ARC on 1/31/18: 174  
Physical Count of animals at ARC on 2/28/18: 189  
Physical Count of animals at ARC on 3/31/18: 186

3rd Quarter  
Physical Count of animals at ARC on 4/30/18: 209  
Physical Count of animals at ARC on 5/31/18: 253  
Physical Count of animals at ARC on 6/30/18: 286

4th Quarter  
Physical Count of animals at ARC on 7/31/18: 344  
Physical Count of animals at ARC on 8/31/18: 294  
Physical Count of animals at ARC on 9/30/18: 261

Galveston County Animal Resource Center  
Comparative Data Summary FY2018

2018

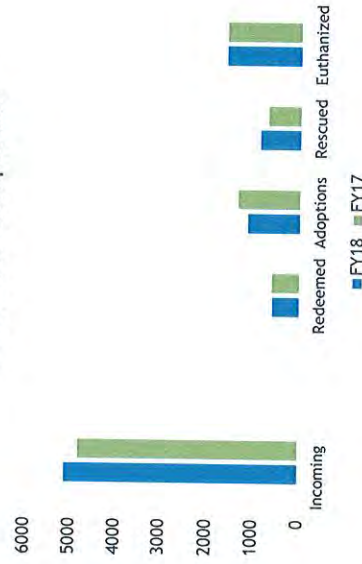
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	%
Incoming	440	357	363	360	337	396	366	490	511	497	482	522	
Redeemed	60	60	55	48	52	49	40	42	49	51	38	49	9%
Adoptions	89	78	112	89	93	83	79	94	99	85	122	117	22%
Rescued	62	50	71	141	47	114	53	77	64	66	70	74	17%
Euthanized	120	133	83	100	99	95	101	134	175	164	206	212	32%

Summary FY18	
Incoming	5,121
Redeemed	593
Adoptions	1,140
Rescued	889
Euthanized	1,622

Summary FY17	
Incoming	4,821
Redeemed	611
Adoptions	1,358
Rescued	720
Euthanized	1,612

Net Change	
Incoming	300
Redeemed	(18)
Adoptions	(218)
Rescued	169
Euthanized	10

FY18/FY17 Comparison





# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #10**

**Update from Animal Services Advisory Committee Members**



# **GALVESTON COUNTY HEALTH DISTRICT**

---

**Animal Services Advisory Committee**

**December 13, 2018**

**Item #11**

**Public Comments**