

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

B. GCHD Responsibilities

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.
3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the "Committee") authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the ARC and associated field work.
6. Managing the ARC and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the ARC.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
 - a. Sheltering services will include:
 - i. Sheltering and care of stray and unwanted animals;
 - ii. Quarantine services;
 - iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
 - iv. Administration of redemption of owned animals;
 - v. Administration of animal adoption;
 - vi. Administration of pet registration;
 - vii. Registration of rescue organizations;
 - viii. Administration of community education and volunteer services; and
 - ix. Cremation services.
 - b. Field animal control services shall include, but not be limited to:
 - i. Dispatching all calls for service to certified animal control officers;
 - ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
 - iii. Investigating civil animal cruelty (improper sheltering, abuse, etc.);
 - iv. Assisting authorities in commencing court ordered seizures;
 - v. Filing civil complaints in the courts of proper jurisdiction; and
 - vi. Investigating, documenting and briefing the ARC's Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as EXHIBIT A and incorporated herein for all purposes.

C. County and City Responsibilities

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In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the ARC, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
 - a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as EXHIBIT A, which shall be incorporated herein for all purposes.

D. Additional Provisions

1. Shelter Capacity, Priority Call Procedures, and Holidays/After-Hours Procedures

During periods when the Galveston County Animal Resource Center is at or over capacity, the Director of Animal Services will issue a capacity order. At that time:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services
- These municipalities must limit their operations to priority calls only, which include but are not limited to public safety concerns, injured or aggressive animals, and law enforcement assistance.
- During inclement weather events, this same priority-call-only protocol will automatically be in effect until further notice from the Director of Animal Services.

During periods when the Galveston County Animal Resource Center is closed for holidays and after-hours, municipalities shall:

- Follow Priority Call Procedures (EXHIBIT C)

2. Seizures, Abandonment, and Writ of Possession Cases

In all cases involving animal seizure, abandonment, or writs of possession, the following procedures apply:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services for all potential impoundments before removing any animals.
- Explicit approval from the Director of Animal Services or designee is required prior to any impoundment.

This procedure ensures that shelter capacity is managed effectively and that adequate space is available for incoming animals, considering both the type and number of animals involved.

3. Pet Reunification and Field Microchip Scanning

To support efficient pet reunification efforts and reduce unnecessary impoundments:

- All contracted municipalities are required to scan animals in the field for microchips and research the microchip for information prior to impoundment.

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- Municipalities must make reasonable efforts to reunify animals with their owners in the field before transporting animals to the shelter.
- Compliance with this reunification policy is mandatory under this interlocal agreement.

III. INDEMNITY

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

IV. TERM, TERMINATION, AND AMENDMENT OF SERVICES

The terms of this Agreement shall commence on October 1, 2025, and end on September 30, 2026. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) month prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in EXHIBIT A. Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS

A. Reduction of or Change in Service Provisions to Current Parties

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Should there be a reduction of current Parties to the Agreement or a change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall then become operative at the start of the new fiscal year.

B. Addition of New Municipalities

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

VI. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation

GCHD, the County, and the Cities agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Amendment/No assignment

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

C. Interpretation

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

D. Invalid Provisions

Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing the invalid provision, and all other provisions which are otherwise lawful will remain in full force and effect.

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E. Applicable Law

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

F. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested, with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within EXHIBIT B.

G. Public Information Act

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

H. Immunity Retained

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

I. Current Revenues

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

J. Billing Procedure

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

K. Entire Agreement

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly

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incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

L. Binding Effect

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

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Galveston County Health District:

Philip Keiser, MD
Chief Executive Officer

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

Galveston County, Texas:

Mark Henry
County Judge

Date

ATTEST:

Dwight D. Sullivan
County Clerk

Date

**GALVESTON COUNTY
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City of Bayou Vista, Texas:

Danny Rambin
Mayor

Date

ATTEST:

Lillian Salinas
City Secretary

Date

**GALVESTON COUNTY
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City of Clear Lake Shores, Texas:

Randy Chronister
Mayor

Date

ATTEST:

Christy Stroup
City Secretary

Date

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City of Hitchcock, Texas:

Chris Armacost
Mayor

Date

ATTEST:

Debbie Nesbitt
City Secretary

Date

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City of Kemah, Texas:

Robin Collins
Mayor

Date _____

ATTEST:

Natasha Hinton
City Secretary

Date

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City of La Marque, Texas:

Keith Bell
Mayor

Date

ATTEST:

Kierra Nance
City Clerk

Date

**GALVESTON COUNTY
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City of Santa Fe, Texas:

Brandon Noto
Mayor

Date

ATTEST:

Natalie Arnett
City Secretary

Date

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City of Texas City, Texas:

Dedrick Johnson
Mayor

Date

ATTEST:

Rhomari Leigh
City Secretary

Date

GALVESTON COUNTY ANIMAL SERVICES AGREEMENT

EXHIBIT A

*The Advisory Committee shall review and make recommendations on any amendment(s) to the annual budget. All amendments to the annual budget must be approved by the United Board of Health. Any amendment(s) that increase the County's proportion must be approved by the Commissioners' Court of Galveston County, Texas. Any amendment(s) that increase a City's proportion must be approved by the governing body of the respective City.

FY26 Animal Services - Funding Allocation Contributions

	FIELD SERVICES					SHELTER SERVICES					ANIMAL SERVICES (combined)			
	Allocation		FY25 Field	Calculated FY26 Field	Prior Year Change	Allocation		FY25 Shelter	Calculated FY26 Shelter	Prior Year Change	FY25 Contribution	Calculated FY26 Contribution	FINAL FY26 Contribution	Net Change
	Census 100%	Intake 0%				Census 100%	Intake 100%							
Bayou Vista	1.65%	0.00%	\$ 2,455	\$ 2,500	\$ 45	1.65%	0.28%	\$ 5,728	\$ 5,800	\$ 72	\$ 8,183	\$ 8,300	\$ 25,000	\$ 16,817 205.51%
Hitchcock	7.45%	0.00%	\$ 15,200	\$ 16,500	\$ 1,300	7.45%	4.32%	\$ 35,467	\$ 37,000	\$ 1,533	\$ 50,667	\$ 53,500	\$ 53,500	\$ 2,833 5.59%
Kemah	1.82%	0.00%	\$ 3,633	\$ 4,000	\$ 367	1.82%	0.84%	\$ 8,477	\$ 9,000	\$ 523	\$ 12,110	\$ 13,000	\$ 25,000	\$ 12,890 106.44%
La Marque	19.02%	0.00%	\$ 40,051	\$ 49,000	\$ 8,949	19.02%	8.41%	\$ 93,453	\$ 105,000	\$ 11,547	\$ 133,504	\$ 154,000	\$ 154,000	\$ 20,496 15.35%
Texas City	55.55%	0.00%	\$ -	\$ -	\$ -	55.55%	63.96%	\$ 473,352	\$ 780,000	\$ 306,648	\$ 473,352	\$ 780,000	\$ 780,000	\$ 306,648 64.78%
Tiki Island	1.04%	0.00%	\$ 1,572	\$ 1,700	\$ 128	1.04%	0.36%	\$ 3,669	\$ 4,000	\$ 331	\$ 5,241	\$ 5,700	\$ 25,000	\$ 19,759 377.01%
Santa Fe	12.26%	0.00%	\$ 29,400	\$ 32,000	\$ 2,600	12.26%	4.16%	\$ 68,600	\$ 66,000	\$ (2,600)	\$ 98,000	\$ 98,000	\$ 98,000	\$ - 0.00%
Clear Lake Shores	1.22%	0.00%	\$ 2,674	\$ 2,800	\$ 126	1.22%	0.04%	\$ 6,239	\$ 6,250	\$ 11	\$ 8,913	\$ 9,050	\$ 25,000	\$ 16,087 180.49%
County	0.00%	0.00%	\$ 218,974	\$ 160,000	\$ (58,974)	0.00%	17.63%	\$ 510,938	\$ 601,020	\$ 90,081	\$ 729,912	\$ 764,900	\$ 764,900	\$ 34,988 4.79%
Total	100.00%	0.00%	\$ 313,959	\$ 268,500	\$ (45,459)	100.00%	100.00%	\$ 1,205,923	\$ 1,614,070	\$ 408,147	\$ 1,519,882	\$ 1,886,450	\$ 1,950,400	\$ 430,518 28.33%

(A) Minimum Contribution = \$25,000 as of 10/01/25

	Field	Shelter	Total
	30%	70%	100%
County	\$ 229,470	\$ 535,430	\$ 764,900
Cities	\$ 355,650	\$ 829,850	\$ 1,185,500
Combined Budget Contributions	\$ 585,119	\$ 1,365,280	\$ 1,950,400

**GALVESTON COUNTY ANIMAL SERVICES AGREEMENT
EXHIBIT B**

Notice Information

Galveston County Health District (GCHD):

Galveston County Health District
Chief Executive Officer
PO Box 939
La Marque, TX 77568-0939
Facsimile Number: (409) 938-2321

With a copy to:

County of Galveston, Texas:

Galveston County Courthouse
County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 765-2653

With a copy to:

Galveston County
Attn: Legal Services Manager
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 770-5560

City of Bayou Vista, Texas:

Mayor of City of Bayou Vista, Texas
2929 Highway 6, Suite 100
Bayou Vista, Texas 77563
Facsimile Number: (409) 935-1205

With a copy to:

City of Clear Lake Shores, Texas:

Mayor of City of Clear Lakes Shores, Texas
Clear Lake Shores City Hall
1006 South Shore Drive
Clear Lake Shores, Texas 77565
Facsimile Number: (281) 334-2866

With a copy to:

City of Hitchcock, Texas:

Mayor of City of Hitchcock, Texas
Hitchcock City Hall
7423 Highway 6
Hitchcock, Texas 77563
Facsimile Number: (409) 986-6903

With a copy to:

City of Kemah, Texas:

Mayor of City of Kemah, Texas
Kemah City Hall
1401 State Highway 146
Kemah, Texas 77565-3002
Facsimile Number: (281) 334-6583

With a copy to:

City of La Marque, Texas:

Mayor of City of La Marque, Texas
La Marque City Hall
1111 Bayou Road
La Marque, Texas 77568
Facsimile Number (409) 938-9216

With a copy to:

City of Santa Fe, Texas:

Mayor of City of Santa Fe, Texas
Santa Fe City Hall
12002 Highway 6
Santa Fe, Texas 77510

With a copy to:

City of Texas City, Texas:

Mayor of City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77590
Facsimile Number (409) 942-1073

With a copy to:

Philip Keiser, MD
Local Health Authority
Chief Executive Officer



Tyler Drummond
Chairperson, United Board of Health

Memorandum

To: Galveston County Law Enforcement Agencies
From: GCHD Animal Services Department
Date: 10/01/2025
Re: Priority Call Procedures for Observed Holidays and After-Hours Request for Animal Control

The on-call Animal Control Officer (ACO) assumes duty after completing a full work shift. Therefore, only **Priority Calls** should be dispatched to the on-call officer. The expected response time for priority calls is within 1 hour.

If assistance is no longer needed, please **cancel the after-hours service request** with the ACO.

Priority Calls are as follows:

- A) Animal Attacks or Bites on **Humans Only**
 - a. Animal Control Officers shall respond to all reports of animal attacks or bites involving humans.
- B) Suspected Rabies
 - a. Any report or observation of an animal suspected of having rabies shall be treated as a priority call.
- C) Injured Stray Animals
 - a. Officers shall respond to reports of only stray animals **injured**.
 - b. If the animal is owned, the owner is responsible for obtaining emergency veterinary care. Officers may provide guidance but are not responsible for transport or treatment of owned animals.
- D) Assistance to Law Enforcement
 - a. Managing animals belonging to individuals taken into custody.
 - b. Handling animals that may pose a threat to officer safety or interfere with law enforcement duties.
- E) Threats to Public Safety
 - a. Any situation in which an animal poses a potential or immediate threat to public safety shall be classified as a priority call and responded to accordingly.

Non-Priority Calls

- Non-priority calls are incidents that do not present an immediate threat to public safety, animal welfare, or law enforcement operations. These situations may be safely addressed during **regular business hours**.
- Non-priority calls should be reported to the Animal Resource Center on the next business day by calling 409-948-2485.

Non-priority calls may include, but are not limited to:

- A) Non-aggressive strays or running at large animals
- B) Nuisance animal complaints (e.g., barking, wildlife sightings)
- C) Deceased animals in non-hazardous locations
- D) Reports of dog fights not in progress
 - Example: follow-up reports or information received after the incident has occurred
 - Note: If a dog fight or animal attack is **actively occurring**, it shall be treated as a Priority Call due to the immediate threat to animals and public safety.
- E) Routine welfare checks (e.g., general living conditions inquiries with no immediate visible signs of distress, injury, or neglect).

The after-hours contact number for internal use is 409-370-5980. This line is operational daily from 5:00 PM to 8:00 AM, and all day on Sundays and observed holidays. This number is restricted to authorized personnel only and **must not be distributed to the public**.

If the Animal Control Officer does not respond to a priority call within a reasonable amount of time (1 hour or less), please contact the Director of Animal Services at 409-939-0881 or the Shelter Manager at 409-795-7164.