



## ***GALVESTON INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT***

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**To:** Kelli Moulton, Superintendent of Schools

March 5, 2020

**Cc:** Timothy Barger, Assistant Superintendent of Business and Operations

**From:** LeeRoy Amador, Chief of Police

**Ref:** Retirement of Canine Apollo and Purchase of New Canine

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Canine Apollo has been with the Galveston ISD Police Department since April 27, 2015, and is recommended for retirement on June 1, 2020, due to a medical condition "Arthritic". Please refer to medical assessment and evaluation by Dr. Dan Osborne, DVM with Galveston Veterinary Clinic, located at 2108 61<sup>st</sup>, Galveston, Texas 77551

For the past 10 years, the Galveston ISD Police K-9 program has been effectively in operation and is an integral part of the on-going efforts to deter drugs in and around our schools. This is achieved by consistently conducting daily and weekly interior/exterior building and parking lot narcotics checks. The mere presence of our canine throughout school campuses has proven to be an effective deterrent by appearance, in itself. The GISD Police Department has invested in the K-9 Unit Division with the purchase of a specialty K-9 police vehicle, K-9 handler training/certification training, kennel and other initial start-up necessities. Already owning these tools will eliminate additional expenses and again put the investment back to work for Galveston ISD, the community and students. I'm recommending that the district purchase the new district canine from, "World Wide Canine," who has a proven, successful history working with law enforcement agencies and has built a positive reputation with strong reviews and recommendations. Additional information: This office has the 2019-2020, funds to purchase a new canine.

- Houston K-9 Academy – Houston, TX - Yasmin Stanze – Phone 281-841-3579 – Quote for 1 female Belgian Malinois, (age 8 months to 18 months) trained in obedience & narcotics detection. (Four major narcotics)  
Price: \$8,000 to 9500.00 which includes: Handler & Canine certification and training.
- Worldwide Canine – Spring, TX - Jessica Park – Phone 830-885-5948 – Quote for 1 female Belgian Malinois, (age 8 months to 18 months) trained in obedience & narcotics detection. (Four major narcotics)

Price: \$8,000.00 to \$9,500.00 which includes: includes Handler & Canine certification, lodging and training.

- Pace Setters Canine Training – Liberty Hill, TX - Daniel – Phone 512-663-0198 - Quote for 1 female Belgian Malinois, (age 8 months to 18 months) trained in obedience & narcotics detection. (Four major narcotics)  
Price: \$8,000.00 to \$9,500.00 which includes: Includes Handler & Canine certification and training.



# ***GALVESTON INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT***

***LEEROY AMADOR CHIEF OF POLICE***

March 6, 2020  
RE: K-9 (Apollo)

Retirement Date June 1, 2020

Galveston ISD Police

To Whom It May Concern:

K-9 Apollo has been with the GISD Police Department since April 27, 2015, and is recommended that Apollo retire on June 1, 2020, due to a medical condition "Arthritic". Please refer to the medical assessment and evaluation by Doctor Dan Osborne, DVM Galveston Veterinary for details.

In accordance with Galveston ISD-PD General Order 58.00, effective date May 2018, Section VII – Retirement or Replacement of Canine, GISD Officer Timmy Cowart chooses to take ownership of K-9-Apollo as a personal pet. All training records and certifications will remain the property of Galveston ISD. As of June 1, 2020, any liabilities, care, housing, veterinarian costs and general welfare of K-9 Apollo shall be the responsibility of Officer Timmy Cowart.

Effective June 1, 2020, ownership of K-9 Apollo will be transferred to Officer Timmy Cowart with permission and agreement set forth by LeeRoy Amador, Chief of Police, Galveston ISD Police Department, approved by Kelli Moulton, Superintendent of Schools and Board of Trustees.

BOARD PRESIDENT  
Tony Brown

\_\_\_\_\_Date\_\_\_\_\_

SUPERINTENDENT OF SCHOOLS  
Kelli Moulton, Superintendent

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

GALVESTON ISD POLICE DEPARTMENT  
LeeRoy Amador, Chief of Police

\_\_\_\_\_Date: \_\_\_\_\_



OFFICER TIMMY COWART  
Timmy Cowart Police Officer

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

*SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this June 1<sup>st</sup>  
day of June AD., 2020.*

\_\_\_\_\_  
Timmy Cowart

\_\_\_\_\_  
Notary Public, in and for the State of Texas





Galveston  
Veterinary Clinic

2108 61<sup>st</sup> St.  
Galveston, TX 77551  
(409) 744-5355  
Fax (409) 740-3901  
Galveston@nvanet.com

January 13, 2020

To Whom it May Concern:

On January 10, 2020 "Apollo" presented for an exam at Galveston Veterinary Clinic. He was limping on the left forelimb, a problem that has persisted since early December. On exam there was a slight lameness on ambulation but manipulation of the joints did not produce a painful reaction. Slight crepitus was noted at the shoulder joint.

"Apollo" has been on a reduced exercise regimen since December and this lameness has continued to bother him. At times the left leg has even given out when jumping out of a vehicle. We have used two different anti-inflammatories without total success.

I recommend radiographs of the left forelimb to try to pinpoint the cause of lameness. A referral to an orthopedic specialist can also be arranged.

It is likely, given the working status of this dog, that the underlying problem is arthritic. Years of repetitive exercise are likely taking their toll. A prolonged period of rest or total retirement might be in "Apollo's" best long term interest.

Please feel free to contact me for further details at (409) 744-5355.

Sincerely,

Dan Osborne, DVM

By: Birdwell, Nelson

S.B. No. 2100

A BILL TO BE ENTITLED

AN ACT

1  
2 relating to the transfer of a retired county or municipal law  
3 enforcement animal.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 263.152(a), Local Government Code, is  
6 amended to read as follows:

7 (a) The commissioners court of a county may:

8 (1) periodically sell the county's surplus or salvage  
9 property by competitive bid or auction, except that competitive  
10 bidding or an auction is not necessary if the purchaser is another  
11 county or a political subdivision within the county that is selling  
12 the surplus or salvage property;

13 (2) offer the property as a trade-in for new property  
14 of the same general type if the commissioners court considers that  
15 action to be in the best interests of the county;

16 (3) order any of the property to be destroyed or  
17 otherwise disposed of as worthless if the commissioners court  
18 undertakes to sell that property under Subdivision (1) and is  
19 unable to do so because no bids are made;

20 (4) dispose of the property by donating it to a civic  
21 or charitable organization located in the county if the  
22 commissioners court determines that:

23 (A) undertaking to sell the property under  
24 Subdivision (1) would likely result in no bids or a bid price that

1 is less than the county's expenses required for the bid process;

2 (B) the donation serves a public purpose; and

3 (C) the organization will provide the county with  
4 adequate consideration, such as relieving the county of  
5 transportation or disposal expenses related to the property;

6 (5) transfer gambling equipment in the possession of  
7 the county following its forfeiture to the state to the Texas  
8 Facilities ~~[Building and Procurement]~~ Commission for sale under  
9 Section 2175.904, Government Code; ~~[or]~~

10 (6) order any vehicle retired under a program designed  
11 to encourage the use of low-emission vehicles to be crushed and  
12 recycled, if practicable, without a competitive bid or auction; or

13 (7) by order or resolution, transfer a retired law  
14 enforcement animal as provided by Section 272.007.

15 SECTION 2. Chapter 272, Local Government Code, is amended  
16 by adding Section 272.007 to read as follows:

17 Sec. 272.007. TRANSFER OF RETIRED LAW ENFORCEMENT ANIMAL.

18 (a) The commissioners court of a county or the governing body of a  
19 municipality may enter into a contract with a person for the  
20 transfer of a law enforcement dog, horse, or other animal that has  
21 been determined by the head of the applicable law enforcement  
22 agency to be:

23 (1) suitable for transfer, after consulting with the  
24 animal's veterinarian, handlers, and other caretakers; and

25 (2) surplus to the needs of the county or municipality  
26 because the animal is:

27 (A) at the end of the animal's working life; or

1                   (B) subject to circumstances that justify making  
2 the animal available for transfer before the end of the animal's  
3 working life, including:

4                   (i) the death of the animal's handler in the  
5 line of duty or as a result of injuries sustained in the line of  
6 duty; or

7                   (ii) the medical retirement of the animal's  
8 handler as a result of injuries sustained in the line of duty.

9           (b) A law enforcement animal determined to be suitable and  
10 eligible for transfer under Subsection (a) may be transferred only  
11 to a person who is:

12                   (1) capable of humanely caring for the animal; and

13                   (2) selected by the head of the applicable law  
14 enforcement agency in the following order of priority, as  
15 applicable:

16                   (A) the animal's former handler who medically  
17 retired as a result of injuries sustained in the line of duty;

18                   (B) the parent, child, spouse, or sibling of the  
19 animal's former handler if the handler was killed in the line of  
20 duty or died from injuries sustained in the line of duty;

21                   (C) a former handler not described by Paragraph  
22 (A);

23                   (D) a peace officer, county jailer, or  
24 telecommunicator other than the animal's handler; or

25                   (E) another person.

26           (c) If more than one person in a category of authorized  
27 transferees under Subsection (b)(2) requests to receive the animal,



1 the head of the applicable law enforcement agency shall determine  
2 which of the potential transferees would best serve the best  
3 interest of the animal and the applicable county or municipality.

4 (d) A contract for a transfer under this section:

5 (1) may provide for the transfer without charge to the  
6 transferee;

7 (2) must require the transferee to:

8 (A) humanely care for the animal, including  
9 providing food, shelter, and regular and appropriate veterinary  
10 care, including medication, to properly provide for the animal's  
11 health;

12 (B) comply with all state and local laws  
13 applicable to keeping domestic animals; and

14 (C) notify the applicable county or municipality  
15 if the transferee is no longer able to humanely care for the animal;  
16 and

17 (3) must require the applicable county or municipality  
18 to take possession of the animal on:

19 (A) receipt of the notice under Subdivision  
20 (2)(C); or

21 (B) a finding by the commissioners court or  
22 municipal governing body, as applicable, that the transferee is no  
23 longer able to humanely care for the animal.

24 (e) A county or municipality that transfers an animal under  
25 this section:

26 (1) is not liable in a civil action for any damages  
27 arising from the transfer, including damages arising from the

1 animal's law enforcement training; and

2 (2) is not liable for veterinary expenses of the  
3 transferred animal, including expenses associated with care for a  
4 condition of the animal that existed before or at the time of  
5 transfer, regardless of whether the applicable law enforcement  
6 agency, county, or municipality was aware of the condition.

7 (f) This section does not:

8 (1) require an animal to be transferred under this  
9 section;

10 (2) affect a county's or municipality's authority to  
11 care for retired law enforcement animals; or

12 (3) waive the governmental immunity to suit and from  
13 liability of the county or municipality transferring an animal.

14 SECTION 3. This Act takes effect immediately if it receives  
15 a vote of two-thirds of all the members elected to each house, as  
16 provided by Section 39, Article III, Texas Constitution. If this  
17 Act does not receive the vote necessary for immediate effect, this  
18 Act takes effect September 1, 2019.