

COOPERATIVE AGREEMENT FOR ANIMAL SHELTERING SERVICES

THIS COOPERATIVE AGREEMENT FOR ANIMAL SHELTERING SERVICES ("Agreement") is entered into as of _____ (the "Effective Date"), by and between BENJI'S ANIMAL ADOPTION BARN, a Texas non-profit corporation ("BAAB"), and the CITY OF SWEENY, a Texas home-rule municipality ("City") (collectively, the "Parties," and individually, a "Party").

RECITALS

WHEREAS, BAAB operates a no-kill animal shelter and adoption program in full compliance with applicable laws and regulations; and

WHEREAS, the City desires to engage BAAB to provide sheltering and care for animals collected within its jurisdiction; and

WHEREAS, BAAB is willing to provide such services under the terms set forth herein;

WHEREAS, the City collects voluntary donations for Animal Services through utility bill payments, and the Parties desire that all such donations be transferred to BAAB to support the services provided under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and obligations set forth herein, the Parties agree as follows:

ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish a formal cooperative relationship whereby BAAB shall provide sheltering, care, and related services for animals originating from within the City's jurisdictional boundaries.

ARTICLE II. BAAB RESPONSIBILITIES

- 2.1 Facility Operations: BAAB shall be responsible for the operation and management of both its existing and newly constructed shelter facilities, situated on the same property, in full compliance with Chapter 823 of the Texas Health and Safety Code, all applicable federal and state laws, and the provisions of Chapter § 95 of the City of Sweeny Ordinances governing Animal Control.
- 2.2 Spay/Neuter Compliance: BAAB shall implement and enforce spay and neuter requirements in accordance with Chapter 828 of the Texas Health and Safety Code and all applicable provisions for animals adopted from its facilities.
- 2.3 Animal Intake Schedule: BAAB shall accept animals transferred by City Animal Control Officers from Monday through Saturday, between the hours of 10:00 a.m.

and 4:30 p.m. Hours for public animal intake shall be clearly posted and may be modified at BAAB's sole discretion.

- 2.4 Care and Custody of Animals: BAAB shall provide appropriate housing, care, and necessary medical treatment, including vaccinations, for all companion animals delivered by the City.
- 2.5 Shelter Operations: All animals shall initially be housed within the existing shelter facility, where they shall receive required medical and preventive care prior to any transfer to the newly constructed facility.
- 2.6 Daily Care Fee: BAAB will invoice the City at a flat rate of one hundred fifty dollars (\$150.00) per animal for housing and expense purposes.
- 2.7 Emergency Closures: BAAB reserves the right to temporarily suspend operations in the event of emergencies at its sole discretion. Notice of such closures shall be published online and transmitted to the City Manager and Police Chief via email.
- 2.8 Monthly Reporting: BAAB shall submit written monthly reports to the City, detailing animal intake and any additional data or metrics as may be reasonably requested by the City.
- 2.9 Community Cats: BAAB shall not accept healthy, ear-tipped cats from the City or its personnel, in recognition of their status within managed community cat colonies.
- 2.10 After-Hours Protocol: BAAB shall establish and maintain a procedure for the intake of animals after regular business hours in emergency situations, including but not limited to cases involving severe injury or extreme weather conditions.
- 2.11 Field Support: BAAB shall provide intake diversion resources and guidance to City Animal Control Officers to facilitate field-based efforts aimed at reuniting animals with their owners.
- 2.12 Owner Surrender Policy: BAAB retains the exclusive right to decline acceptance of owner-surrendered animals, whether from City residents or the general public, at its sole discretion.
- 2.13 Euthanasia Protocol: Decisions regarding euthanasia shall remain within BAAB's exclusive discretion and shall be executed in accordance with its internal humane policies and all applicable laws.
- 2.14 Disease Prevention: BAAB shall monitor all quarantined animals and administer appropriate vaccinations to prevent the transmission of infectious diseases prior to relocating such animals to the new shelter facility.

ARTICLE III. CITY RESPONSIBILITIES

- 3.1 Annual Fee: The City shall pay BAAB an annual fee in consideration of unlimited intake services. Said fee of two thousand dollars (\$2000.00) shall be paid in two equal installments, due on October 1 and April 1 of each fiscal year.
- 3.2 Fee per Animal: The City shall pay Benji's Animal Adoption Barn ("BAAB") a flat fee of One Hundred Fifty Dollars (\$150.00) for each animal that is transferred to BAAB's facility by the City's Animal Control Officer. BAAB shall issue invoices to the City on a monthly basis, listing the number of animals received during the invoicing period along with the corresponding total amount due.
- 3.3 Fee Adjustment: The annual fee shall be subject to a Consumer Price Index (CPI) + 3% annual increase. In the year 2035, the Parties shall meet to reassess and adjust the fee as appropriate.
- 3.4 Transport Sanitation: The City shall provide Animal Control Officers with appropriate disinfectants and shall require the sanitation of all animal transport vehicles after each delivery.
- 3.5 Protocol Compliance: The City shall ensure its Animal Control Officers follow BAAB's intake and vaccination protocols to prevent contamination and protect animal health.
- 3.6 Humane Handling: The City shall ensure that all Animal Control personnel receive and maintain training in humane animal handling in accordance with Chapter 829 of the Texas Health and Safety Code.
- 3.7 Microchip Scanning and Reunification: Prior to delivery to BAAB, the City shall ensure that all animals are scanned for microchips and reasonable efforts are made to reunite the animal with its owner.
- 3.8 Transfer of Utility Bill Donations: The City shall remit to BAAB all voluntary donations collected through utility bill payments designated for Animal Services. Remittance shall occur on a quarterly basis, no later than thirty (30) calendar days following the end of each fiscal quarter. The City shall provide a written accounting of the total donations collected and transferred with each remittance.

ARTICLE IV. PAYMENT TERMS

- 4.1 Invoicing: BAAB shall issue invoices in accordance with this Agreement, and the City shall remit payment within thirty (30) calendar days of receipt.

- 4.2 Late Payment Penalty: Any unpaid balance shall accrue interest at a rate of ten percent (10%) per annum.
- 4.3 Suspension of Services: Failure to pay any undisputed invoice within sixty (60) calendar days of issuance may result in suspension of services upon seven (7) days' prior written notice.

ARTICLE V. INDEMNIFICATION AND FORCE MAJEURE

- 5.1 Mutual Indemnification: Each Party shall indemnify and hold harmless the other Party, including its officers, employees, agents, and volunteers, against any and all claims, damages, liabilities, or costs (including attorney's fees) arising from its performance or non-performance under this Agreement, except in cases of the indemnified Party's gross negligence or willful misconduct.
- 5.2 Force Majeure: Neither Party shall be held liable for failure to perform under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, governmental orders, labor disputes, or acts of terrorism. Obligations affected by such events shall be suspended for the duration of the force majeure condition.

ARTICLE VI. TERM AND AMENDMENT

- 6.1 Term: This Agreement shall commence on October 1, 2025, and remain in effect until September 30, 2035, unless earlier terminated in accordance with Article VII.
- 6.2 Amendment: This Agreement may only be amended in writing signed by both Parties.

ARTICLE VII. MISCELLANEOUS

- 7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Brazoria County, Texas.
- 7.2 Dispute Resolution:
- a. Negotiation: The Parties agree to attempt to resolve any disputes through good faith negotiation between designated senior representatives.
 - b. Mediation: If unresolved after thirty (30) calendar days, the Parties shall submit the dispute to non-binding mediation before a mutually agreed mediator in Brazoria County, Texas. Mediation costs shall be shared equally.

c. Litigation: If the dispute remains unresolved, either Party may initiate legal proceedings. The Parties agree to exclusive venue in the district courts of Brazoria County, Texas, and expressly waive the right to a jury trial for any such disputes.

7.3 Entire Agreement: This Agreement represents the full and entire understanding of the Parties with respect to the subject matter and supersedes all prior agreements or understandings, whether written or oral.

7.4 Severability: If any provision herein is found to be invalid, the remainder shall continue in full force and effect.

7.5 Assignment: Neither Party may assign this Agreement without prior written consent of the other Party, except by operation of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BENJI'S ANIMAL ADOPTION BARN

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SWEENY

By: _____

Name: _____

Title: _____

Date: _____