

TRAP-NEUTER-RETURN PROGRAM AGREEMENT

Between

Benji's Animal Adoption Barn

And

The City of Sweeny

This Agreement ("Agreement") is entered into as of [Effective Date], by and between Benji's Animal Adoption Barn, a nonprofit animal welfare organization organized under the laws of the State of Texas, with a principal place of business at [BAAB Address] ("BAAB"), and The City of Sweeny, a municipal corporation organized and existing under the laws of the State of Texas, with its principal offices located at [City Address] ("City").

RECITALS

WHEREAS, BAAB desires to support the humane management of the feral cat population within the City through a Trap-Neuter-Return (TNR) program;

WHEREAS, the City acknowledges the benefits of a TNR program in reducing the feral cat population and promoting public health, environmental balance, and animal welfare;

WHEREAS, under Texas Penal Code § 42.092 (as amended by House Bill 3660, 88th Leg., R.S. (2023)), individuals and organizations participating in a Trap-Neuter-Return Program are exempt from prosecution for abandonment of animals, provided the animal is released in accordance with a defined TNR procedure;

WHEREAS, the Parties also recognize that TNR programs align with Texas Health and Safety Code Chapter 828, which emphasizes the sterilization of cats as a method of population control and public benefit;

WHEREAS, BAAB intends to fund the TNR of up to three (3) feral cats per calendar month through community donations, utilizing a licensed veterinarian selected by BAAB;

WHEREAS, the City agrees to collaborate with said veterinarian to schedule procedures on dates mutually accommodating to both the veterinarian and the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish terms and conditions under which BAAB shall sponsor the Trap-Neuter-Return of feral cats within the City of Sweeny and under which the City shall collaborate in support of this initiative.

2. RESPONSIBILITIES OF BAAB

2.1 Funding:

BAAB shall cover the cost of up to three (3) TNR procedures per calendar month, funded through community donations.

2.2 Veterinary Services:

BAAB shall select a licensed veterinarian to perform the TNR procedures. The selected veterinarian must be licensed to practice in Texas and authorized to perform sterilization and vaccination services.

2.3 Payment:

BAAB shall remit payment directly to the selected veterinarian for the approved number of TNR procedures per month.

2.4 Coordination:

BAAB shall notify the City of the selected veterinarian and provide contact information necessary for scheduling.

2.5 Reporting:

BAAB shall maintain records of all TNR procedures funded under this Agreement and provide quarterly summaries to the City upon request.

3. RESPONSIBILITIES OF THE CITY

3.1 Scheduling Support:

The City shall coordinate with the selected veterinarian to schedule TNR procedures on mutually agreeable dates, with the goal of accommodating both the veterinarian's availability and City logistics.

3.2 Cat Trapping and Transportation:

At its discretion, the City may assist in the humane trapping and transportation of feral cats to the selected veterinarian or authorize third parties to assist in accordance with applicable law.

3.3 Public Support and Outreach:

The City shall encourage public cooperation and provide support to ensure the success and visibility of the TNR program.

4. LEGAL COMPLIANCE AND AUTHORIZATION

4.1 Authorization Under Texas Penal Code § 42.092:

The Parties acknowledge and agree that the activities contemplated under this Agreement are authorized under Texas Penal Code § 42.092 (as amended by H.B. 3660, 2023). Specifically, the act of returning sterilized and vaccinated feral cats to their original locations shall not constitute "abandonment" and shall serve as a lawful defense to prosecution for abandonment when conducted under a recognized Trap-Neuter-Return Program

4.2 Sterilization Compliance Under Texas Health and Safety Code Chapter 828:

All sterilization procedures performed pursuant to this Agreement shall comply with Texas Health and Safety Code Chapter 828, which governs the sterilization of dogs and cats and reflects the state's policy in support of reducing animal overpopulation through responsible means.

4.3 Municipal Authority:

This Agreement is entered into pursuant to the City's authority to regulate and manage public health and nuisance animals under Texas Local Government Code Chapters 51 and 54.

5. TERM AND TERMINATION

5.1 Term:

This Agreement shall become effective on [Effective Date] and shall remain in effect for one (1) year, unless terminated earlier in accordance with this section.

5.2 Renewal:

Upon mutual written agreement, this Agreement may be renewed for additional one-year terms.

5.3 Termination for Convenience:

Either Party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other Party.

5.4 Termination for Cause:

Either Party may terminate this Agreement immediately in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice.

6. GENERAL PROVISIONS

6.1 Indemnification:

Each Party agrees to indemnify, defend, and hold harmless the other Party from any and all claims, liabilities, damages, or expenses arising from its own acts or omissions under this Agreement.

6.2 Independent Contractors:

Nothing herein shall be construed as creating a partnership, joint venture, or employment relationship between the Parties.

6.3 Compliance with Law:

All TNR activities undertaken pursuant to this Agreement shall comply with all applicable federal, state, and local laws and regulations.

6.4 Notices:

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified above by personal delivery, certified mail, or recognized courier.

6.5 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations and agreements.

6.6 Amendments:

This Agreement may be amended only by a written instrument signed by both Parties.

6.7 Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives:

Benji's Animal Adoption Barn

By: _____

Name: _____

Title: _____

Date: _____

City of Sweeny

By: _____

Name: _____

Title: _____

Date: _____