

AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED
BY BENJI'S ANIMAL ADOPTION BARN

THE STATE OF TEXAS *
 *
COUNTY OF BRAZORIA *

This Agreement is made this 15th MAY day of MAY, 2025, by and between THE CITY OF SWEENY, TEXAS, a home rule municipality (hereinafter referred to as CITY), and BENJI'S ANIMAL ADOPTION BARN, a Texas nonprofit corporation (hereinafter referred to as BAAB).

Section 1. The CITY will continue to operate its existing animal shelter facility near the CITY sewer plant facility and will upgrade the facility to more readily serve its purpose. The CITY'S existing facility will continue to house animals impounded in accordance with CITY ordinances. All such impounded animals will remain in the care, custody and control of the CITY in the existing animal facility for a period of ten (10) days to comply with the owner redemption requirements for the impounded animals.

Section 2. The CITY will construct a new animal shelter facility near the existing facility to house impounded animals after the expiration of the ten (10) day period stated in Section 1. The new animal shelter facility will be leased by the CITY to BAAB for an annual rental of \$1.00. BAAB will be responsible for maintaining the facility. Upon the transfer of all animals by the CITY after the expiration of the ten (10) day period, BAAB will be the owner of all animals so transferred and will be solely responsible for the care, custody and control of the animals.

Section 3. BAAB agrees to operate the facility leased from the CITY as a dedicated shelter that provides essential care to the animals placed into its custody. BAAB agrees that it

will adopt out animals, ensure that they are spayed and neutered, vaccinated, microchipped and provided with appropriate veterinary care.

Section 4. BAAB agrees to operate a trap, neuter and release program (TNR) for feral cats in the community. This program will humanely trap the cats, provide spay and neuter services and the return the cats to their original location.

Section 5. This Agreement shall be for a term of FIVE (5) years commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed for 5 YEAR additional term(s) unless one party gives the other at least sixty (60) days advance written notice.

Section 6. BAAB and its employees or agents performing under this agreement are not employees or agents of the CITY and are not entitled to workman's compensation or any benefit of employment with the CITY. The CITY shall have no responsibility for providing insurance for, including workman's compensation insurance, or wages to BAAB or BAAB's employees.

Section 7: BAAB shall not assign this agreement without the previous written consent of the CITY.

Section 8: Any change or modification to this Agreement must be in writing and signed by both parties.

Section 9: In the event of non-performance or unsatisfactory performance by BAAB of any obligation of this Agreement or if BAAB is in substantial non-compliance with any of its terms, The CITY shall provide written notice to BAAB of said nonperformance or unsatisfactory performance or substantial non-compliance. Provided further, BAAB shall have ten (10) days after such notice to cure said failure or noncompliance.

Section 10: This agreement may be terminated without cause by either The CITY or BAAB upon sixty (60) days written notice.

Section 11: This agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

Section 12: BAAB shall protect, indemnify, and hold the CITY harmless from and against any claim, damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts of omissions of BAAB, its employees or its agents arising out of BAAB'S obligations under this agreement.

CITY agrees, to the extent allowed by law, to indemnify and hold harmless BAAB from any and all claims, damages or causes of action which arise as a result of acts, omissions or negligence of the CITY, its employees or its agents arising out of the CITY'S obligations under this agreement.

Section 13. BAAB shall at all times relevant to the fulfillment of this agreement have, keep and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability in the following amounts:

- a. Worker's Compensation insurance shall be at statutory limits, including employers liability coverage at minimum limits of \$500,000.00 each accident,
- b. The general liability insurance shall have a minimum combined single limit for bodily injury, personal injury and property damage of \$1,000,000.00 per occurrence,
- c. Automobile liability insurance shall be continuously held with limits for bodily injury and for property damage of not less \$1,000,000.00 on all self propelled vehicles used in connection with the BAAB operation, whether owned, non-owned or hired.

Section 14: This agreement is to be executed in duplicate, and each duplicate shall be considered an original copy of this agreement by each party for all purposes.

Section 15: This agreement contains all the terms and conditions agreed upon by the

parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement.

This agreement incorporates and includes all of the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

Section 16: If any provision of this agreement shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared severable.

Section 17: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination of this agreement.

THE CITY OF SWEENEY


By: DAVID JORDAN, City Manager

BENJI'S ANIMAL ADOPTION BARN

By: LEIGH ANN THORNTON, President