

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SWEENY**

And

BENJI'S ANIMAL ADOPTION BARN (BAAB)

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2025, by and between:

The City of Sweeny, a Home Rule municipal corporation organized and existing under the Constitution and laws of the State of Texas, with its principal offices located at 102 W. Ashley Wilson Rd Sweeny, TX 77480 (hereinafter, “the City”),

AND

Benji’s Animal Adoption Barn (BAAB), a Texas non-profit animal welfare organization, located at P.O. Box 415 Sweeny, Texas 77480 (hereinafter, “BAAB”).

1. Purpose

The purpose of this MOU is to establish a collaborative relationship in which BAAB provides support services for animal welfare to the City of Sweeny, including medical care, adoption outreach, grant assistance, and supplies, while not operating or managing the City’s animal shelter facility, Benji’s Animal Barn. Animals shall remain in the City’s custody at all times unless expressly permitted otherwise by an authorized City official.

2. Scope of Services

BAAB agrees to provide the following support services to the City:

Medical Services: (Fully Funded by BAAB): BAAB shall cover the full cost of all routine and necessary medical services for animals in City custody, including but not limited to vaccinations, spay/neuter surgeries, deworming, and minor medical treatment.

Shelter Support Supplies: BAAB will provide supplies in support of Benji’s Animal Barn operations, including but not limited to pet food, disinfectants, cleaning agents, kenneling materials, and other shelter essentials.

Spay/Neuter Coordination: BAAB will arrange and fund sterilization services through veterinary partners.

Adoption Promotion: BAAB will photograph, post, and promote adoptable animals from Benji's Animal Barn on social media, websites, and public outreach events.

Grant Assistance: BAAB will prepare and submit grant applications to fund services and supplies for the animals in the City's custody.

Transport and Temporary Possession: With the express authorization of a designated City official, BAAB may transport or temporarily take possession of animals for medical treatment, promotional events, or adoption-related activity. Custody remains with the City unless otherwise agreed in writing.

3. Operational Limitation

BAAB shall not manage, operate, or control the day-to-day functions of Benji's Animal Barn or any City-owned animal facility. BAAB's role under this MOU is non-exclusive and solely supportive, providing funding, supplies, services, and outreach in coordination with and under the direction of the City. All decisions regarding shelter operations, animal intake, disposition, and legal compliance shall remain the sole responsibility of the City of Sweeny.

4. Roles and Responsibilities

A. City of Sweeny

- Maintain full legal and physical custody of all animals.
- Operate and manage Benji's Animal Barn, including staffing, policy enforcement, and facility administration.
- Coordinate with BAAB for scheduling veterinary services, receipt of supplies, and animal promotion.
- Designate authorized officials who may approve animal transport or temporary possession by BAAB.
- Support grant applications with required documentation or letters of support.

B. BAAB

- Pay for medical services and deliver shelter-related supplies as needed.
- Maintain accurate records of services provided and submit monthly reports to the City.
- Promote animals for adoption while complying with all City and state animal welfare laws.
- Provide temporary transport or care of animals only when permitted by an authorized City official.

5. Funding and Cost Responsibility

All costs related to veterinary care, adoption promotion, and supply support provided under this MOU shall be covered entirely by BAAB. The City shall not be financially responsible for services or materials provided by BAAB unless agreed upon in writing.

6. Term and Termination

This MOU is effective upon signature and remains in effect for one (1) year, with automatic annual renewal unless modified or terminated by either party with thirty (30) days' written notice.

7. Liability and Indemnity

Each party is responsible for its own actions, staff, and agents. This MOU does not create a legal partnership or employment relationship. BAAB assumes no liability for incidents involving animals outside its temporary care and only when such care is authorized by the City.

8. Miscellaneous

Amendments: Must be in writing and signed by both parties.

Governing Law: This MOU is governed by the laws of the State of Texas.

Non-Binding Nature: Except where explicitly stated (e.g., BAAB's funding obligations), this MOU is a statement of cooperative intent and is not a binding contract.

Severability: If any part of this MOU is found invalid, the remaining provisions shall remain enforceable.

9. Signatures

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

CITY OF SWEENY

BENJI'S ANIMAL ADOPTION BARN (BAAB)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____