

CITY COUNCIL MEETING SPECIAL SESSION

Friday, May 09, 2025 at 5:00 PM

City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Friday, May 09, 2025 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor called the meeting to order at 5 PM. Reese Cook, Brian Brooks, John Rambo, and Caniel "Shaun" Massey were in attendance. Neal Bess Jr. was absent.

PLEDGES & INVOCATION

The pledges were led by John Rambo. The invocation was given by Reese Cook.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

REGULAR AGENDA

1. Discussion and possible action to counterproposal for agreement from Benji's Animal Adoption Barn (BAAB) for proposed animal shelter and animal shelter services, up to and including rejection of any proposal and return of funds.

Leigh Ann Thornton of BAAB gave Council an overview of her revised counterproposals for the animal shelter and animal shelter services. After discussion, both parties determined and agreed, that BAAB will not operate the new building, only assist in a support role, and provide medical services and supplies as needed to the City. The City of Sweeny will operate the newly constructed facility.

Shaun Massey motioned to give approval for David to proceed with building of the new Benji's Animal Shelter, and the old shelter to be used for worse-case scenarios and rabies, and be operated by the City of Sweeny, as animal control operates now, and for BAAB to work with Charlie and the City on an agreement for assistance, a MOU with BAAB, and operate still, as our animal control does now.

Seconded by Reese Cook.

Discussion: John Rambo asked about the animals in feces comment previously referenced. Thornton replied that the animals are sick. Brooks apologized for misunderstanding the setup of BAAB and its proposed operations. Ms. Thornton asked that the shelter be called Benji's Animal Barn as it is close to the original name; the City cannot identify as an adoption agency. Council confirmed there would be no lease agreement for the facility or land, no funds are to be collected by BAAB, no operations of the facility are to be completed by BAAB, and BAAB would remain an advisory component to the City. Council asked what happens if there are overages beyond the donated funds of \$50,000.00 during construction. Ms. Thornton responded that the City would reach out to BAAB, and they will look resources.

Shaun Massey stated to amend the previous motion, to include, up to the funds available; repeating so moved. Seconded by John Rambo to amend the original motion.

Shaun Massey motioned to approve the amended motion, or the new full motion. Reese Cook seconded. All in favor. Motion carried.

Revised counterproposals submitted are entered as exhibits within these minutes, known as Exhibit A. Counterproposals were received after the Council packet was posted.

Chief Caudle commended Reagan Jernigan for her help, as well as donated time and efforts in helping with our animal control operations.

2. Presentation, discussion, and possible action of Windstorm Insurance renewal quotes for 2025-2026.

Brian Brooks motioned to allow the City Manager to proceed with windstorm policy renewals as presented. Seconded by John Rambo. All in favor. Motion carried.

3. Discussion and possible action to Resolution 25-102, for the submission of the Community Development Block Grant- Mitigation (CDBG-MIT) application, authorizing the Mayor and City Manager to act as the City's Executive Officer and Authorized Representative.

Mayor Hopkins asked for a motion after reading the agenda item information, Resolution 25-102 for the submission of the CDBG MIT application authorizing the Mayor and City Manager to act as the City's Executive Officer and authorized representative. Brian Brooks stated so moved. Seconded by Shaun Massey. All in favor. Motion carried.

4. Discussion and possible action to Resolution 25-103, canvassing the Results of the General Election, May 03, 2025, declaring the candidates Mayor, Position Two (2), and Position Four (4) duly elected.

Mayor Hopkins recited the full Resolution aloud, including the votes received, terms to be held upon canvassing the returns, and declaring the results of the General Election, held on May 3rd, 2025, in the City of Sweeny, for the two year terms of Mayor and City Council Positions No. Two (2) & Four (4).

<u>Candidate</u>	<u>Number of Votes</u>
<u>Office of the Mayor</u>	
Dusty Hopkins	296
<u>City Council Position No. Two (2)</u>	
Reese C. Cook	285
<u>City Council Position No. Four (4)</u>	
Sandra Blaine	207
Shellie S. Irwin	145

Mayor Hopkins asked for a motion to accept Resolution 25-103 canvassing the results. John Rambo stated he will make that motion. Seconded by Shaun Massey. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Mayor Hopkins thanked Ms. Blaine for running and noted it is a thankless job. He appreciates Mr. Rambo and hopes to get him back.

Shaun Massey stated that next Saturday, the Lions Club will be working with other organizations to host a community event at Windmill Run. They will work alongside Brazoria County contacts, the Community Health Network, and Women, Infants, and Children, to bring sno-cones, hotdogs, and a movie night to the residents. Councilman Massey provided Council with a flyer for the event.

Fyler is entered into these minutes, known as Exhibit B.

City Manager stated he will be presenting a budget calendar at next meeting.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 6:50 PM.

Exhibits entered within these Minutes are:

Exhibit A, Revised Counterproposals from BAAB, Agenda Item No. 1
Cooperative Agreement for Animal Shelter Services

Land/Facility Lease Agreement
Trap, Neuter-Return Program Agreement

Exhibit B, Flyer, Items of Community Interest, Councilman Massey
Building Community Relations Building Bridges Flyer

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary

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 (\$2,000.00) 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 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 ensure that all animal transport vehicles are sanitized after each delivery to BAAB in accordance with the laws of the State of Texas and all applicable health and safety regulations.
- 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 VIII.
- 6.2 Amendment: This Agreement may only be amended in writing signed by both Parties.

ARTICLE VII. DISPUTE RESOLUTION

- 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.

ARTICLE VIII. TERMINATION

- 8.1 Termination for Convenience
- Either Party may terminate this Agreement for any reason by providing at least ninety (90) calendar days' written notice to the other Party. The Parties shall cooperate in good faith to ensure the orderly transition of animal care responsibilities upon termination.
- 8.2 Termination for Cause
- This Agreement may be terminated by either Party in the event of a material breach of its terms, provided that the non-breaching Party delivers written notice of the breach and the breaching Party fails to cure such breach within thirty (30) calendar days of receipt of the notice. If the breach is not reasonably curable within thirty (30) days, the breaching Party may submit a written plan to cure within a reasonable timeframe, subject to the non-breaching Party's approval, which shall not be unreasonably withheld.

8.3 Effect of Termination

Upon termination of this Agreement:

- (a) The City shall remain liable for all undisputed fees incurred through the effective date of termination, including all services performed by BAAB under this Agreement;
- (b) BAAB shall submit a final invoice and provide relevant service records upon request to facilitate the City's transition planning;
- (c) If animals delivered by the City remain in BAAB's custody at the time of termination, the City shall be responsible for all reasonable costs associated with their continued care, adoption, transfer, or humane relocation, including but not limited to transportation, veterinary expenses, and administrative costs related to recordkeeping or coordination;
- (d) The Parties shall work together in good faith to develop a relocation plan that prioritizes animal welfare and minimizes operational disruption.

ARTICLE IX. MISCELLANEOUS

- 9.1 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.
- 9.2 Severability: If any provision herein is found to be invalid, the remainder shall continue in full force and effect.
- 9.3 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

CITY OF SWEENY

By: _____

By: _____

Name: Leigh Ann Thornton

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

LAND/FACILITY LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) is entered into as of _____, by and between:

The City of Sweeny, a Texas home rule municipality located in Brazoria County, Texas (“Lessor”), and Benji’s Animal Adoption Barn, a Texas Non-Profit Corporation (“Lessee”).

1. Premises

Lessor hereby leases to Lessee, and Lessee accepts, the real property and all existing structures located at _____, Sweeny, Texas (the “Premises”), for the sole purpose of operating an animal shelter and for all ancillary activities reasonably necessary to fulfill the Lessee’s non-profit mission related to animal welfare.

2. Term

The term of this Lease shall commence on _____ and shall continue for a period of ninety-nine (99) years, unless earlier terminated pursuant to the terms of this Agreement. The long-term nature of this lease reflects the public interest served by the Lessee’s operations.

3. Rent

As consideration for the mutual covenants herein, Lessee shall pay Lessor nominal annual rent in the amount of One Dollar (\$1.00), due on the anniversary of the commencement date each year. The parties acknowledge that this nominal rent reflects the Lessee’s charitable contribution to the community.

4. Use of Premises

Lessee shall use the Premises exclusively for the operation of an animal shelter and any directly related services, including but not limited to: animal intake, quarantine, medical care, sterilization, behavioral rehabilitation, fostering, adoption, educational programming, and related community engagement efforts.

5. Placement of Portable Building

Lessor hereby grants Lessee the right to place and maintain one or more portable buildings on the Premises, provided such buildings are used in furtherance of Lessee’s animal shelter operations and related nonprofit purposes. The following conditions shall apply:

(a) **Permitted Use:** The portable building(s) may be used for any lawful and mission-related function, including but not limited to administrative offices, veterinary services, storage, or temporary animal housing.

(b) **Approval and Placement:** Lessee shall submit a site plan to the Lessor showing the proposed location(s) of any portable building(s). Lessor's approval shall not be unreasonably withheld, conditioned, or delayed.

(c) **Compliance:** All portable buildings must comply with applicable local, state, and federal regulations, including zoning, safety, accessibility, and building codes.

(d) **Utilities:** If utility connections are required for the portable building(s), such installations shall be at Lessee's expense unless otherwise agreed in writing, and shall not interfere with existing infrastructure or the Lessor's obligations under Section 9.

(e) **Maintenance and Removal:** Lessee shall be responsible for the maintenance of the portable building(s) and shall remove the same at the expiration or earlier termination of the Lease, unless otherwise agreed in writing by the parties.

(f) **No Lien:** Lessee shall ensure that no lien is placed on the Premises as a result of the placement or financing of any portable building.

6. Maintenance and Repairs

Lessee shall be responsible for routine maintenance and non-structural repairs necessary to keep the Premises in a clean and serviceable condition. Lessor shall retain responsibility for all major structural repairs and replacements, including but not limited to roof systems, foundations, load-bearing walls, plumbing infrastructure, and HVAC systems. Lessor shall promptly address any such structural repairs necessary to maintain a safe and habitable facility for the animals and staff.

7. Compliance with Laws:

Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including laws pertaining to animal welfare, health, safety, and building occupancy.

8. Insurance

Lessee shall maintain general liability insurance in commercially reasonable amounts, naming Lessor as an additional insured party. Lessee shall provide certificates of insurance upon request by Lessor.

9. Indemnification

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of Lessee's use or occupancy of the Premises, except for any claims arising out of the gross negligence or willful misconduct of Lessor or its agents.

10. Utilities and Water Service

Lessor shall be solely responsible for providing, maintaining, and bearing all costs associated with utilities necessary for the full and proper operation of the animal shelter, including but not limited to electricity, natural gas, water, wastewater, and refuse services.

In furtherance of its obligation to support the health and welfare of sheltered animals, Lessor shall ensure the provision and maintenance of a fully operational water well system on the Premises, which shall serve as the primary water source for all shelter-related activities. The Lessor shall:

- (a) Ensure that the well is always maintained in safe and operational condition.
- (b) Conduct comprehensive water quality testing on an annual basis, performed by a certified water testing laboratory, to confirm compliance with all applicable federal and state public health standards for potable water.
- (c) Promptly undertake any necessary repairs, upgrades, or corrective actions if the water system fails to meet applicable safety thresholds or is otherwise rendered non-operational.

Lessor expressly acknowledges the critical importance of a clean, reliable water supply to the humane care of animals and agrees to take all necessary and timely actions to avoid any interruption of water services to the Premises.

Failure by the Lessor to fulfill its obligations under this Section 10 shall constitute a material breach of this Agreement.

11. Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or related to this Agreement, the parties agree to first attempt in good faith to resolve the matter through informal negotiations. If a resolution cannot be reached within thirty (30) days, the parties shall submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Brazoria County, Texas.

If mediation is unsuccessful, either party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 12. Each party shall bear its own costs and attorney's fees, except as otherwise provided by law or court order.

12. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any legal action arising under this Agreement shall lie in the state or federal courts located in Brazoria County, Texas.

13. Renewal Option

At the expiration of the initial ninety-nine (99) year term, Lessee shall have the exclusive option to renew this Lease for an additional ninety-nine (99) year term under the same terms and conditions, unless otherwise mutually agreed upon in writing by the parties. Lessee shall provide written notice of its intent to renew no less than one (1) year prior to the expiration of the original lease term.

14. Termination

This Agreement is intended to be long-term and stable in recognition of the public service provided by Lessee. Accordingly, early termination shall be strictly limited and permitted only under the following conditions:

- (a) **Mutual Agreement:** This Lease may be terminated at any time by mutual written agreement of both parties.
- (b) **Material Breach by Lessee:** Lessor may terminate this Lease only in the event of a material breach by Lessee that (i) substantially impairs the core purpose of this Agreement, and (ii) remains uncured for a period of ninety (90) days following written notice specifying the breach in detail. Lessee shall have the right to request a meeting with Lessor to resolve the matter prior to termination, and Lessor shall act in good faith to allow a reasonable cure or corrective plan.
- (c) **Voluntary Termination by Lessee:** Lessee may terminate this Lease at any time upon one hundred twenty (120) days' written notice to Lessor, provided that Lessee vacates the Premises and restores it to a clean and safe condition, normal wear and tear excepted.
- (d) **Abandonment Defined Narrowly:** Abandonment shall not be presumed merely because of temporary closure due to renovations, natural disasters, funding issues, or emergencies. Only a continuous and unexplained cessation of operations for more than one hundred eighty (180) days, without notice or attempt to resume operations, shall be considered abandonment, and then only after Lessor has provided written notice and an additional sixty (60) days to resume occupancy.
- (e) **Condemnation or Uninhabitability:** In the event the Premises are taken by eminent domain, rendered permanently uninhabitable by casualty, or otherwise made unusable for shelter operations through no fault of Lessee, Lessee shall have the option to terminate this Agreement upon thirty (30) days' written notice, without penalty or further obligation.
- (f) **Legal Prohibition:** If a final, non-appealable court order or law prohibits Lessee from lawfully operating an animal shelter on the Premises, either party may terminate the Agreement upon thirty (30) days' written notice.

In all cases of termination, Lessee shall be entitled to remove its personal property and any portable buildings as provided in Section 5(e). Lessor agrees to cooperate in good faith to

minimize disruption to Lessee's operations and to facilitate an orderly transition of services for the benefit of the animals and the community.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LESSOR

The City of Sweeny

By: _____

Name: _____

Title: _____

Date: _____

LESSEE

Benji's Animal Adoption Barn

By: _____

Name: _____

Title: _____

Date: _____

TRAP-NEUTER-RETURN PROGRAM AGREEMENT

Between

Benji's Animal Adoption Barn

And

The City of Sweeny

This Agreement ("Agreement") is entered into as of _____, 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 address of business at P.O. Box 451 Sweeny, Texas 77480 ("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 102 W. Ashley Wilson Rd. Sweeny, Texas 77480 ("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 within the City limits to perform the TNR procedures. The selected veterinarian must be licensed to practice in Texas and authorized to perform sterilization and vaccination services. If a veterinarian within the City limits is unavailable, BAAB shall coordinate with the City Manager and/or City Council to select a licensed veterinarian.

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 should 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 _____ 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: _____

BRIDGING OUR COMMUNITY



BUILDING COMMUNITY RELATIONS **BUILDING BRIDGES**



MISSION

- To strengthen our community by fostering connections, and by promoting and giving resources to empower individuals

GOAL

- Improve Neighborhood Communication
- Improve Neighborhood Trust
- Improve Neighborhood Outreach

JOIN US AT:
WINDMILL RUN APARTMENTS
SATURDAY, MAY 17th, 2025
@ 4pm