

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this ____ day of _____, 2024, between the City of Sweeny, Texas, a municipal corporation of the State of Texas, referred to herein as City, and its Leigh Ann Thornton, hereinafter referred to as Thornton:

WITNESSETH:

WHEREAS, City is a home rule city in the State of Texas, and as such, is authorized to accept donations for the benefit of City; and

WHEREAS, City has express authority to contract with persons pursuant to the Texas Local Government; and

WHEREAS, Thornton desires to make a donation of funds in the amount of \$50,000.00 to the City for the express purpose of rebuilding the City's animal shelter and for associated expenditures for the City animal shelter; and

WHEREAS, desires to accept the donation for the express purpose for which it is made; and

WHEREAS, City and Thornton finds that this agreement will ensure completion of the donation.

NOW THEREFORE, for and inconsideration of the mutual covenants and obligations set forth, and for other good and valuable consideration, the City and Thornton agree as follows:

1. City agrees to accept the donation of funds in the amount of \$50,000.00 from Thornton.

2. Upon receipt of the donated funds, City agrees to create an animal shelter fund, into which the above described funds and other similar donations to the animal shelter will be placed.
3. The animal shelter fund will be a separate stand alone account administered by City at First State Bank of Louise, its depository bank which is dedicated to animal shelter donations.
4. City agrees to use the funds donated pursuant to this agreement to rebuild the City animal shelter in accordance with current animal shelter standards.
5. Contact information

City of Sweeny
(979) 548-3321
102 West Ashley Wilson Road
Sweeny, Texas 77480
City Manager Lindsay Koskiniemi
Email

Leigh Ann Thornton
__702 Avenue B_____
__Sweeny, Texas 77480_____
__(979) 665-6610_____
__lathornton@stpegs.com_____

6. This agreement takes effect on the date of the receipt of the donated funds and execution of the parties.
7. Leigh Ann Thornton agrees to indemnify and hold the City harmless from any damages occurring from the alleged negligence of Thornton, her agents, volunteers, servants and employees.
8. The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this agreement and the venue for all legal actions involving this agreement shall be Brazoria County, Texas.

9. The City and Thornton agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this agreement.
10. This agreement may be amended only by an instrument in writing signed by City and Thornton.

EXECUTED this _____ day of _____, 2024.

CITY OF SWEENY

BY Lindsay Koskiniemi, City Manager

LEIGH ANN THORNTON