

**INTERGOVERNMENTAL AGREEMENT OF
THE CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE,
THE ANIMAL CONTROL AND RESCUE CENTER FOR
THE CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE,
AND THE CITY OF ST. GEORGE**

This Intergovernmental Agreement is entered into by the City of Baton Rouge and the Parish of East Baton Rouge (“City-Parish”), represented herein by its duly authorized Mayor-President, the Animal Control and Rescue Center for the City of Baton Rouge and Parish of East Baton Rouge (“Animal Control”), represented herein by its duly authorized Director, and the City of St. George (“St. George”) with boundaries as shown in Exhibit A, represented herein by its duly authorized Mayor, (collectively, the “Parties”).

WHEREAS, the City-Parish provides animal control services within the City of Baton Rouge and in the unincorporated areas of East Baton Rouge Parish with funds in the City-Parish’s General Fund Budget; and

WHEREAS, the City-Parish provides animal control services to municipalities within East Baton Rouge Parish for the cost of providing such services; and

WHEREAS, since incorporation of the City of St. George, the City-Parish has provided animal control services within the City of St. George, and has retained all fines and fees collected from residents of St. George; and

WHEREAS, the City-Parish desires to continue to provide animal control services within the City of St. George and St. George desires to have Animal Control continue to provide services; and

WHEREAS, the Parties have determined that the provision of animal control services by the City-Parish within the City of St. George is financially beneficial to both parties; and

WHEREAS, the Parties desire to ensure the provision of uninterrupted animal control services in St. George; and

WHEREAS, the Parties desire to memorialize agreement on these services through a written agreement.

In consideration of the foregoing, the Parties do hereby agree as follows:

**ARTICLE I
TERM**

This Agreement shall be effective on April 26, 2024 and shall be extended on an annual basis unless it is not renewed in accordance with the provisions described below.

On or before May 15th of any preceding year the City-Parish will provide to St. George the

projected cost to renew this agreement. The projected cost for services will be calculated by a cost per capita formula based on the prior year actual expenditures. St. George must notify the City-Parish within sixty (60) days of receipt of the projected cost of its intent to renew or terminate this Agreement.

The City-Parish may terminate this Agreement for non-payment by giving sixty (60) days written notice of its intent to terminate. If all payments are made prior to the 60-day period, the City-Parish shall not terminate this Agreement. The City-Parish may also terminate this Agreement at the end of a calendar year for convenience by giving written notice to St. George of such termination on or before May 15th of the preceding year.

ARTICLE II SERVICES PROVIDED BY ANIMAL CONTROL

Animal Control shall provide for the regulation and control of animals within St. George, and all activities incidental thereto, as set forth in Title 14 of the Code of Ordinances for the City of St. George which is substantially similar to Title 14 of the Code of Ordinances for the City of Baton Rouge and Parish of East Baton Rouge and any subsequent amendments thereto. Animal Control shall enforce all animal related crimes as defined by ordinances adopted by St. George or state law, including, but not limited to, animals at large, animal cruelty, dog fighting, animal theft, or other law or ordinance governing animal disease control. Animal Control shall also prohibit the roaming of animals. The City-Parish will continue to provide animal sheltering operations, as currently provided through the Companion Animal Alliance (CAA). The shelter operator shall establish guidelines for proper adoption or donation of unclaimed animals and provide for the adoption or donation of any unclaimed and/or abandoned animals prior to resorting to other means of disposition of the animal.

Animal Control shall provide St. George with a quarterly report of all matters responded to or handled within St. George, all fines and fees including fees collected by CAA, and registration fees collected as a result of animal control services provided within St. George within 45 days of the end of each quarter.

ARTICLE III COMPENSATION

For calendar year 2024, St. George shall pay to the City-Parish as full compensation for all services provided by Animal Control, 100% of the fines and fees collected within St. George and the additional amount of \$, St. George shall pay to the City-Parish this compensation in a lump sum on or before May 15, 2025, if the voters of St. George approve a 2% sales and use tax and the City-Parish begins collecting the 2% sales and use tax on behalf of the City of St. George on April 1, 2025.

For calendar year 2025, St. George shall pay to the City-Parish as full compensation for all services provided by Animal Control, 100% of the fines and fees collected within St. George in the amount of \$455,160.00. St. George shall pay to the City-Parish this compensation on a monthly basis in twelve equal installments of \$37,930.00. Compensation shall be paid beginning on January 6, 2025 and on the 1st business day of each succeeding month. The cost for projected services in

future years will be calculated on a cost per capita formula based on the most recent U.S. Census data and prior calendar year's actual expenditures.

This done and signed in East Baton Rouge Parish, Louisiana on the dates shown.

**CITY OF BATON ROUGE/
PARISH OF EAST BATON ROUGE**

Sharon Weston Broome, Mayor-President

DATE: _____

CITY OF ST. GEORGE

Dustin Yates, Mayor

DATE: _____

**ANIMAL CONTROL & RESCUE CENTER, CITY OF BATON ROUGE/
PARISH OF EAST BATON ROUGE**

Daniel Piatkiewicz, Director

DATE: _____