

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE,
THE ST. GEORGE TRANSITION DISTRICT AND
THE CITY OF ST. GEORGE**

This Intergovernmental Agreement (“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 City of St. George ("St. George"), represented herein by its duly authorized Mayor and the St. George Transition District ("District"), represented herein by its duly authorized Chairman.

WHEREAS, the City-Parish, St. George and District (collectively “Parties”) agree the purpose of this Intergovernmental Agreement is to foster a collaborative working relationship to support the effective and efficient transition of certain services and funding from the City-Parish to St. George;

WHEREAS, the Parties desire to ensure the provision of uninterrupted services to the residents, property owners and businesses in St. George during the transfer of services from the City-Parish to St. George;

WHEREAS, Act 361 of the 2020 Regular Session of the Louisiana Legislature, enacted La. R.S. 33:3076 – 3080, creating the District for the purpose of improving the health, safety, welfare, comfort and security of the people of St. George;

WHEREAS, the District and St. George agree to enter a Collection Agreement with the City-Parish on the same terms as other taxing authorities in East Baton Rouge Parish to continue collection of the 2% parish sales and use tax for the District until the effective date of the 2% sales and use tax to be levied by St. George;

WHEREAS, certain services necessary for the protection of the public, health, safety and welfare of the residents of the area incorporated as the City of St. George were provided by the City-Parish prior to voter approval of the incorporation and the City-Parish continued to provide some services and agrees to continue to provide certain services as set forth herein;

WHEREAS, the Parties desire to address the 2% parish sales and use tax and other fees collected and to be collected within St. George by the City-Parish and certain services provided and to be provided in St. George by the City-Parish beginning on April 26, 2024, the date the Louisiana Supreme Court reversed the lower courts’ orders staying the incorporation of the City of St. George as approved by the voters on October 12, 2019;

WHEREAS, the Parties recognize that the best interests of all residents, property owners and businesses operating in St. George will best be served by the Parties working cooperatively in a manner to promote an amicable resolution of matters arising out of the incorporation of the City of St. George; and

WHEREAS, the City-Parish, St. George and the District desire to ensure the provision of uninterrupted services to the citizens of the Parish of East Baton Rouge residing within St. George during the formation of new government for St. George;

In consideration of the advantages to be received by the Parties and the residents, property owners and businesses in East Baton Rouge Parish, the Parties agree as follows:

A. Purpose

The purpose of this Agreement is to address the provision of and transfer of services and the collection of sales and use taxes and other fees within St. George beginning on April 26, 2024. This Agreement is not intended to establish a date of incorporation and shall not constitute and shall not be construed to constitute a waiver of any right not specifically addressed in this Agreement. The Parties recognize there are other matters arising out of the incorporation of St. George to be addressed. The Parties pledge to work toward an amicable resolution of other matters arising out of the incorporation of St. George not specifically addressed in this Agreement.

B. Continuation of services by City-Parish

1. St. George agrees to execute all necessary documents to ratify actions taken by the City-Parish after April 26, 2024 and to grant any authority to the City-Parish necessary to carry out the purposes of this Agreement.

2. The City-Parish agrees to continue to provide all services the City-Parish provides in the unincorporated areas within St. George except as provided in this Agreement. Such services will be provided in cooperation with St. George which will have input and oversight over the provision of services.

3. Except as provided in this Section or as may be agreed to by the Parties subsequent to the execution of this Agreement:

(a) The City-Parish shall retain all fees for planning and zoning service applications prior to October 16, 2024. St. George shall retain all fees for planning and zoning service applications submitted on and after October 16, 2024. St. George will continue to provide the planning and zoning services which it began providing on October 16, 2024 set forth in Exhibit A.

(b) The City-Parish shall retain all fees for development services related to applications submitted prior to October 16, 2024. St. George shall retain all fees for development service applications submitted on and after October 16, 2024. St. George will continue providing the development services to be phased in as set forth in Exhibit B.

(c) St. George and the City-Parish will work cooperatively to complete all applications submitted prior to October 16, 2024.

C. Legal Notices and Elections

1. The City-Parish has and agrees to continue assist St. George and/or the District and/or the St. George Planning and Zoning Commission, by paying the cost of the publication of necessary notices and advertisements in the official journal for East Baton Rouge Parish through June 30, 2025.

2. The City-Parish agrees to pay the cost of all elections held in St. George through June 30, 2025.

D. Payment for Services

Upon the approval of this Agreement by the Metropolitan Council, the Board of Directors of the District and the St. George City Council, the Parties agree to the following schedule for the remittance of sales and use tax collections and payments for the cost of services provided by the City-Parish in St. George, as follows:

1. In consideration for the services provided by the City-Parish in St. George from April 26, 2024 through June 30, 2024, St. George and the District authorize the City-Parish to retain 100% of the parish sales and use tax collected in the area of St. George from April 26, 2024 through June 30, 2024 and hereby waive, disclaim, and release any claim St. George and/or the District has arising out of the collection and/or expenditure of any sales and use taxes or other fees collected by the City-Parish from April 26, 2024 through June 30, 2024, in St. George including any taxes collected in the areas the City of Baton Rouge annexed after October 12, 2019 as shown on Exhibit C (the "Disputed Areas").

2. For July 1 through December 31, 2024, the City-Parish shall remit to St. George \$1,250,000.00 per month from the parish sales and use tax collected in St. George. The City-Parish shall retain the remainder of the sales and use tax collected in St. George during the months of July through December of 2024 in payment for services rendered in St. George during those months. The City-Parish shall remit payment to St. George on or within ten (10) days of approval of this Agreement by the governing bodies of the Parties.

3. For January 1 through March 31, 2025, from the parish sales and use tax collected in St. George, and for April 1 through May 31, 2025, the City-Parish shall remit \$1,500,000.00 per month to St. George from the municipal sales and use tax collected in

St. George. The City-Parish shall retain the remainder of the sales and use tax collected in St. George during the months of January through May of 2025 in payment for services rendered and to be rendered in St. George during those months. The City-Parish shall remit payment to St. George when sales and use taxes for the months of January through May of 2025 are distributed to other taxing authorities in Esat Baton Rouge Parish.

4. For June of 2025, the City-Parish shall remit \$2,000,000.00 to St. George from the municipal sales and use tax approved by the voters on December 7, 2024 collected in St. George. The City-Parish shall retain the remainder of the sales and use tax collected in St. George in payment for services to be rendered in St. George during June of 2025. The City-Parish shall remit payment to St. George when sales and use taxes paid in June of 2025 are distributed by the City-Parish to other taxing authorities in East Baton Rouge Parish.

5. Beginning with the collections for July of 2025, the City-Parish shall remit to St. George the full amount of the municipal sales and use tax collected in St. George in accordance with the Collection Agreement.

6. Beginning on July 1, 2025, St. George shall assume responsibility for all services provided by the City-Parish to St. George except services related to animal control and alcohol beverage control services which the City-Parish shall continue to provide through December 31, 2025. Thereafter, St. George shall enter an agreement with the City-Parish for animal control services on the same terms and conditions as other municipalities in East Baton Rouge Parish. With respect to alcohol beverage control services, the Parties shall on or before September 1, 2025 determine whether continuing said services after December 31, 2025 is in the best interest of the Parties. In the event that St. George and the City-Parish mutually agree that the City Parish will provide services in the St. George, the such services will be provided at a mutually agreeable rate which shall include the direct and indirect costs of such services.

7. If the City-Parish continues to provide any services in St. George on or after July 1, 2025, St. George shall provide appropriate notice as set forth below and shall pay the City-Parish for any services provided to St. George, at a mutually agreeable cost, on or before the 15th day of each month at a rate to be agreed upon by the Parties.

8. With respect to the taxes collected in the Disputed Areas, the City-Parish shall escrow those amounts pending a final judgment, including all appeals therefrom. The City-Parish shall retain 100% of all sales and use tax collected from the disputed areas from April 26, 2024 until June 30, 2025. If the Disputed Areas are determined to be in St. George by a final judgment, the City-Parish shall remit any sales and use taxes collected in the Disputed areas after June 30, 2025, less any agreed upon cost for services provided in the Disputed Areas on or after July 1, 2025.

E. Transition

The Parties intend that the transition of services, including financial management, shall take place, first between the City-Parish and the District and then between the City-Parish and St. George. The Parties acknowledge that Act 361 of the 2020 Regular Session limits the viability of the District and that at the termination of the District, this Agreement shall remain in effect between the City-Parish, and St. George, substituting St. George wherever the District is referenced.

The Parties understand that St. George intends to transition the delivery of services as its financial means and infrastructure dictate. To accomplish the transition of the delivery of services, this Agreement may be amended to reduce the services provided by the City-Parish and to reduce the payment by the District and/or St. George to the City-Parish for said services. The Parties hereto may, by mutual agreement, adopt a schedule of services with the fee to be charged for each service and may add or delete from said schedule as appropriate.

In the event that St. George desires or opts to begin providing any service previously provided by the City-Parish to St. George or its residents, St. George shall provide 60 days written notice to the Mayor-President of the City-Parish. In the event St. George wishes the City-Parish to continue providing any services in the area of St. George after June 30, 2025, St. George shall provide 60 days written notice to the Mayor-President of the City-Parish. The Parties agree to work reasonably to come to an agreement to a fair price as to the value of these services based on the

proportionate population of St. George compared to the area of the Parish in which the City-Parish provides said service and the total cost of services provided by the City-Parish.

F. Insurance Coverage

The City-Parish shall continue to provide general liability, automobile and workers compensation coverage for work performed by it or its contractors through its self-insured fund.

St. George shall obtain no later than the date of approval of this Agreement general liability, automobile and workers compensation coverage. Such coverage may be obtained either through Risk Management, Inc. or through an insurer with an industry rating of A-, Class VI or higher, according to Best's Key Rating Guide with at least the minimum coverages:

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|---|--|
| Commercial General Liability | \$1,000,000 CSL Bodily Injury and Property Damage |
| Premises Operations | \$1,000,000 per Occurrence |
| Products Completed Operations | \$1,000,000 per Occurrence |
| Medial Payments | \$1,000 per person, \$10,000 per accident |
| Business Auto Policy (Any Auto, Owned, Non-Owned and Hired) (Bodily Injury and Property Damage) | \$1,000,000 CSL |

Each party shall provide the other party with a waiver of subrogation as to workers compensation coverage.

St. George shall provide to the City-Parish a certificate of insurance, naming the City-Parish as a Certificate Holder. In addition, any contractor providing maintenance of a public work for St. George prior to June 30, 2025 shall provide to the City-Parish a certificate of coverage, naming the City-Parish as an additional insured.

G. Effective Date and Term

This Intergovernmental Agreement is retroactive to April 26, 2024, and shall remain in force and effect until mutually cancelled by the Parties after 90 days written notice.

H. Dispute Resolution

The Parties agree that any claim arising out of the incorporation of St. George and any disagreement arising out of the interpretation of this Intergovernmental Agreement (collectively "Claims") shall be subject to the procedures in this Section; *provided*, however, that no Party shall be under any obligation to proceed in accordance with this Section with respect to presently pending litigation regarding post-election annexations or any Claims concerning a public emergency where the delay would negatively impact the public safety or welfare and/or arising out of a breach of this Intergovernmental Agreement.

The Parties shall attempt in good faith to resolve any Claim by negotiation between the Chief Executives of the Parties or their designees who shall have actual authority to settle the Claim. Any Party shall give written notice to the other Parties of any Claim not resolved in the normal course of business ("Notice"). Within 30 days after receipt of the Notice, each receiving Party shall submit a written response. The Notice and response shall include: (1) a statement of the Party's position and a summary of documents and information supporting the position, and (2) the name and contact information of the individuals who will represent the Party. Within 10 days after delivery of the Notice, the Chief Executives or their designees shall meet at a mutually agreed upon time and place to attempt to resolve the Claim. All reasonable requests for information made by a Party shall be responded to prior to the meeting.

If any Claim remains unresolved 30 days following delivery of the Notice, or if the Parties fail to meet within 30 days after delivery of the Notice, the Parties shall engage in a mediation as follows: (1) The Parties shall in good faith attempt to agree upon the appointment of a mediator; (2) If the Parties cannot agree on a mediator, the Parties shall use the mediation period as a cooling off period. Unless otherwise agreed, the Parties shall share all expenses of mediation equally. If the Claim is not resolved within 60 days after delivery of the Notice any Party may initiate litigation in the

Nineteenth Judicial District Court for East Baton Rouge Parish, State of Louisiana. Negotiations and mediations pursuant to this Intergovernmental Agreement shall be treated as confidential compromise and settlement negotiations pursuant to applicable rules of evidence.

THUS DONE AND SIGNED in East Baton Rouge Parish, Louisiana, by the duly authorized representatives on the dates shown below.

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

BY: _____
Emile "Sid" Edwards, Mayor-President

Date: _____

Approved as to form:
Office of the Parish Attorney

WITNESSES:

CITY OF ST. GEORGE

BY: _____
Dustin Yates, Mayor

Date: _____

ST. GEORGE TRANSITION DISTRICT

BY: _____
Andrew Murrell, Chairman

Approved as to form:

St. George City Attorney

St. George Transition District Attorney

EXHIBIT A

The following services previously provided by the City-Parish shall be provided by St. George effective October 16, 2024:

1. Planning and Zoning applications filed on or after October 16, 2024, the City-Parish.
2. Building permitting and inspections for applications filed on or after October 16, 2024.

The following services previously provided by the City-Parish shall be provided by St. George effective April 1, 2025:

Code Enforcement including any blight or nuisance violations. The Parties will cooperate to transition any unresolved claims pending on the date the City-Parish discontinued services. Open complaints as of the date the City-Parish discontinued services will be transferred to St. George, and all records including copies of all court orders will be made available to St. George.

EXHIBIT B

1. Utility Permits

The City-Parish subdivision engineering office will continue to permit all utilities on existing roads (not new subdivision roads) until roads/ROW are transferred to St. George and it assumes maintenance responsibility for those identified roads/ROW. Thereafter, St. George will permit utilities in ROW (and adjacent utility servitudes) maintained by St. George.

2. Subdivision Permits

(a) For the purposes of this Agreement, subdivision permits are permits for new developments where public or private infrastructure is required to be installed prior to the creation of new lots, including but not limited to: drainage, roads, sewer, sidewalks, and utilities.

(b) The City-Parish Subdivision Engineering office will continue to permit and inspect all new subdivisions where the application for a subdivision permit has been made with the City-Parish prior to October 16, 2024. Permit applications made prior to October 16, 2024, shall remain with the City-Parish so as to not create any delays and aide in transition.

(c) The City-Parish Subdivision Engineering office will release and transmit all information received related to projects under construction plan review by the City-Parish prior to October 16, 2024 to St. George representatives.

(d) With respect to the acceptance of new infrastructure and final platting of new subdivisions, both St. George and the City-Parish will sign the plats until the roads/ROW are transferred and maintenance is assumed by St. George. After roads/ROW have been transferred to St. George, the approval of City-Parish, to be evidenced by its signature on the plats, to accept sewer infrastructure and both the City-Parish and St. George will jointly perform the final inspections, and both will be named on the maintenance bonds. Reasonable requests from St. George at the final inspection may be included on the punch list. St. George will determine whether new infrastructure in St. George will be accepted for public maintenance by St. George, provided, however that should St. George determine it will not accept new infrastructure for public maintenance, it shall defend, indemnify and hold the City-Parish free and harmless from such determination provided the determination is not based upon the fault or negligence of the City-Parish or any contractor of the City-Parish.

3. Modifications to Public Infrastructure

The City-Parish subdivision engineering office will continue to permit all modifications to public infrastructure until roads/ROW are transferred to St. George, and it assumes maintenance responsibility for those identified roads/ROW. At that point, St. George will issue permits for modifications to its infrastructure, and the City-Parish to its infrastructure. These modifications include, but are not limited to: curb cuts, drainage tie-ins, drainage improvements, culverts, sewer wyes, sewer extensions, sidewalk modifications, etc.

4. Sewer

Since sewer will not be transferred to St. George, the City-Parish subdivision engineering office will continue to permit all modifications to sewer infrastructure and new sewer infrastructure, i.e. sewer wyes, new connections, new manholes, etc. St. George shall include the City-Parish subdivision engineering office on all planning reviews of new projects for comment on any sewer concerns prior to preliminary approvals and no construction of any sewer improvements or modifications may commence without the written approval of the City-Parish subdivision engineering office. Prior to the acceptance and dedication of any sewer improvements, St. George shall obtain the City-Parish's written approval, to be evidenced by its signature on the final plat. The City-Parish will evaluate on a case-by-case basis whether bonding of any sewer infrastructure will be allowed in order for the creation of new lots.

5. Maintenance & Surety Bonds

(a) Following the completion of any improvements that will be dedicated to St. George which were permitted pursuant to an application received prior to October 16, 2024, both the City-Parish and St. George shall be named on all maintenance bonds. Prior to the release of any maintenance bonds that that name both St. George and the City-Parish, or any maintenance bonds naming only the City-Parish for improvements located in St. George that will be transferred St. George, both the City-Parish and St. George jointly.

(b) perform the maintenance bond inspections and reasonable requests can be added to the punch list. St. George shall determine whether the improvements are accepted for public maintenance by St. George, provided, however that should St. George determine it will not accept new infrastructure for public maintenance, it shall defend, indemnify and hold the City-Parish free and harmless from such determination provided the determination is not based upon the fault or negligence of the City-Parish or any contractor of the City-Parish. Where infrastructure improvements are bonded in lieu of construction as a condition of approval of a plat to be signed/new lots created, both the City-Parish and St. George shall be named as the beneficiary of the bond. Prior to the release of any surety bonds that that name both St. George and the City-Parish, or any surety bonds naming only the City-Parish for improvements located in St. George that will be transferred to St. George, both the City-Parish and St. George will jointly perform the surety bond inspections and reasonable requests will be added to the punch list. George shall determine whether the surety shall be released and whether the improvements located in St. George will be accepted, provided, however that should St. George determine it will not accept the improvements and release the surety, it shall defend, indemnify and hold the City-Parish free and harmless from such determination provided the determination is not based upon the fault or negligence of the City-Parish or any contractor of the City-Parish. The City-Parish shall reserve the right to deny any request to bond sewer improvements in lieu of construction.

6. Building Permits

The City-Parish will continue to permit and inspect all permits applied for prior to October 16, 2024 under the direction of the City-Parish building official. After October 15, 2024, the City-Parish will no longer accept application for building permits inside St. George.

7. Addressing

Currently the City-Parish services department provides addressing services es and will continue to provide this service. St. George will coordinate with the appropriate City-Parish personnel.

8. DPW Review of St. George Planning Cases

Once St. George takes over planning commission responsibilities, as described above, approval by the City Parish subdivision engineering office shall be obtained for modifications to existing public infrastructure to be maintained by the City-Parish and sewer.

9. Code Enforcement

Once the City-Parish ceases permitting in St. George, all code enforcement by the City-Parish in St. George, including any blight or nuisance violations, will cease. Open complaints will be closed, and a copy of all court orders will made available to St. George.

10. Floodplain Management

The City-Parish will cooperate with St. George to transition floodplain management to ensure structures within St. George and in the Disputed Areas retain coverage through the National Flood Insurance Program. Responsibility for all substantially damaged structures in St. George will also be transferred by the City-Parish to St. George in compliance with all FEMA and UDC requirements. St. George will apply to FEMA on before June 30, 2025 for a separate community identification any applicable status necessary to continue participation in the National Flood Insurance Program.

EXHIBIT C

