

**INTERGOVERNMENTAL AGREEMENT OF
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 is entered into by the City of Baton Rouge and the Parish 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 Chairman pursuant to the authority conferred by Act 361 of the 2020 Regular Session of the Louisiana Legislature.

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

WHEREAS, the District agrees to enter a Collection Agreement with the City-Parish to collect the sales and use tax for the District and, for St. George in the event that the electorate approves a 2% sales and use tax in St. George on the same terms as other taxing authorities in East Baton Rouge Parish;

WHEREAS, St. George and the District are both located entirely within the Parish of East Baton Rouge;

WHEREAS, certain services necessary for the protection of public, health, safety, welfare of the residents of the area incorporated as the City of St. George were provided by the City-Parish and the City-Parish has continued to provide such services to date and will continue to provide certain services as provided herein;

WHEREAS, the City-Parish, St. George and the District (collectively "Parties") desire to ensure the provision of uninterrupted services to the citizens of East Baton Rouge Parish residing in St. George during the transfer of services to the new government for St. George;

WHEREAS, the Parties desire to address certain issues in connection with the sales and use taxes and other fees for services collected and to be collected by the City-Parish within St. George and the operation of St. George as a municipality within East Baton Rouge Parish; and

WHEREAS, the Parties recognize that the best interests of all residents, property owners and businesses operating in East Baton Rouge Parish are best served by the Parties working together in a manner that promotes resolution of all issues arising out of the incorporation of the City of St. George without the necessity of litigation. The purpose of this Intergovernmental Agreement is to foster a collaborative working relationship necessary to support the effective and efficient transition of services and funding. By entering this Agreement, no Party waives any rights other than with respect to the transfer of services and sales and use taxes beginning on April 26, 2024 which are the subject of this Intergovernmental Agreement as set forth herein. The Parties pledge to work toward an amicable resolution to resolve other matters arising out of the incorporation of the City of St. George not specifically addressed in this Agreement in accordance with the procedures set forth in this Agreement.

In consideration of these premises and advantages to be received by the City-Parish, St. George and the District, all do therefore, agree as follows:

A. Services which the City-Parish will provide to St. George

1. The City-Parish will continue to provide all services it has provided within St. George prior to execution of this Agreement.

2. Except as noted in this Section A.2, or as may be agreed by the Parties subsequent to the execution of this Agreement;

(a) Effective on October 16, 2024, St. George shall provide planning and zoning services as set forth in Exhibit A. St. George shall retain all fees for planning and zoning service

applications submitted on and after October 16, 2024 and the City-Parish shall retain all fees for planning and zoning service applications prior to October 16, 2024.

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

B. Legal Notices and Advertisements

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

C. 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 partial remittance of sales and use tax collections and the payment of the cost of the City-Parish providing services to St. George, as follows:

1. In consideration for the services that were provided by the City-Parish to St. George from April 26, 2024 through June 30, 2024, St. George and the District authorize the City-Parish to retain 100% of the 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, cause of action, right of action, St. George and/or the District has or may have for any sales and use taxes or fees collected by the City-Parish from April 26, 2024 through June 30, 2024, in St. George including any taxes collected in the disputed areas.

2. Beginning with the collections for July 1, 2024, the City-Parish shall remit \$1,250,000.00 per month to St. George 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 during the months of July, August, September and October 2024 in payment for services rendered to St. George during those months with sales and use tax collected in July and August to be paid on October 23, 2024 and payments for subsequent months to be made on or before the 10th of the month in which the sales and use taxes are distributed to other taxing authorities in East Baton Rouge Parish.

3. Beginning with the collections for November 2024, the City-Parish shall remit \$1,500,000.00 per month to St. George 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 during the months of November, December, January, February and March in payment for services rendered to St. George during those months to be paid on or before the 10th of the month in which the sales and use taxes are distributed to other taxing authorities in East Baton Rouge Parish.

4. For the collections for the month of April 2025, the City-Parish shall remit \$2,000,000.00 to St. George from the municipal sales and use tax collected in St. George, provided such is approved by the electorate in St. George. The City-Parish shall retain the remainder of the sales and use tax collected in St. George in payment for services rendered to St. George during the month of June 2025.

5. Beginning with the collections for May of 2025, the City-Parish shall remit the full amount of the municipal sales and use tax collected in St. George, provided such is approved by the electorate in St. George, less the sales tax collection cost at the rate set forth in the Collection Agreement executed by St. George.

6. Beginning July 1, 2025, St. George shall assume responsibilities for all services provided by the City-Parish to St. George except animal control. In the event the City-Parish continues to provide any services to 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. Until such time as St. George assumes

responsibility for at least 50% of the services provided by the City-Parish and St. George or the District or receives at least 50% of the actual sales and use taxes collected within St. George, no loss of revenue to the City-Parish shall be deemed to occur.

7. With respect to the taxes collected in the disputed areas, the City-Parish shall escrow those amounts pending a final judgment in that matter. The disputed areas are shown on the map attached as Exhibit C. In the event the disputed areas are determined to be a part of St. George by a final judgment, the City-Parish shall retain 100% of the sales and use tax collected from the disputed areas from April 26, 2024 until June 30, 2025 and shall remit any sales and use taxes collected after June 30, 2025, less any agreed upon cost for any retained services provided in the disputed areas on or after July 1, 2025.

D. Transition

It is the intent of the Parties that a smooth transition of government services, including financial management, shall take place, first between the City-Parish and the District and then between the City-Parish and St. George. It is acknowledged 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. It is further understood that St. George intends to take over the delivery of services as its means and infrastructure dictate. To accomplish said takeover 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 needed to make the transition to a fully functioning city of St. George.

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.

E. Insurance Coverage

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

The District and St. George shall obtain and be covered at all times from the date of approval of this Agreement by the City-Parish at least the minimum insurance as specified below until completion and acceptance of the work through Risk Management, Inc. or Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide, if such insurance is available to St. George.

1. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damages to Premises Rented to You	\$ 100,000
Med Exp	\$ 5,000

2. Business Auto Policy

Any Auto, or Owned, Non-Owned & Hired (Bodily Injury and Property Damage)	Combined Single Limit \$1,000,000
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3. If required by Louisiana law, Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

4. The City of Baton Rouge and Parish of East Baton Rouge shall be named as additional insured on all general liability policies described above.

5. The Parties waive all rights against each other and any of their officers, agents employees and contractors, each of the other for all claims, damages and/or losses to the extent such claims, damages and/or losses are covered by insurance policies, self-insurance programs or risk sharing programs that the Parties have in place, or obtain, which satisfy the Parties' insurance obligations under this Section E. The Parties' insurers, self-insurance programs and/or risk sharing programs (including, but not limited to, those that cover workers compensation risks, property damage risks and liability risks) shall not be entitled to subrogation under any circumstances against any party to this Agreement.

6. The Certificate Holder shall be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Post Office Box 1471
Baton Rouge, Louisiana 70821

F. Effective Date and Term

This agreement is retroactive to April 26, 2024, and shall remain in force and effect until mutually cancelled by the City-Parish or St. George after ninety days written notice.

G. Dispute Resolution

The Parties agree that any claim or dispute between or amongst them ("Dispute") shall be subject to the procedures set forth in this Section; *provided*, however, that no Party shall be under any obligation to proceed in accordance with this Section with respect to the presently pending litigation regarding post-election annexations or any Dispute concerning a public emergency where the delay would negatively impact the public safety or welfare and/or arising out of a breach of the terms of this Agreement.

The Parties shall initially attempt in good faith to resolve any Dispute by negotiation between the Chief Executives of the Parties or their designees who have actual authority to settle the Dispute. Any Party shall give written notice to the other Parties of any Dispute not resolved in the normal course of business ("Notice"). Within 30 days after delivery of the Notice, each receiving Party shall submit a written response to the Notice. The Notice and response thereto 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 60 days after delivery of the Notice, the Chief Executives or their designees who have actual authority to settle the Dispute shall meet at a mutually agreed upon time and place to attempt to resolve the Dispute. All reasonable requests for information made by a Party shall be responded to prior to the meeting.

If the Dispute remains unresolved by the Parties, after 90 days following delivery of the Notice, or if any Parties fail to meet within 60 days after delivery of the Notice, the Parties shall engage in a mediation period as follows: (1) The Parties shall in good faith attempt to agree upon the appointment of a mediator and then engage in mediation; (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 Dispute is not resolved within 180 days after delivery of the Notice any Party may initiate litigation in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. All negotiations and mediation pursuant to this clause shall be treated as confidential compromise and settlement negotiations for purposes of applicable rules of evidence.

[Signatures on Following Page]

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: _____
Sharon Weston Broome, Mayor-President

Date: _____

Approved as to form:

Office of the Parish Attorney

CITY OF ST. GEORGE

BY: _____
Dustin Yates, Mayor

Date: _____

ST. GEORGE TRANSITION DISTRICT

BY: _____
Andrew Murrell, Chairman

Date: _____

Approved as to form:

St. George City Attorney

St. George Transition District Attorney

EXHIBIT A

The services provided by St. George shall include certain services provided by the City-Parish Planning Commission staff and the following departments of the City-Parish but only insofar as they relate to Planning Commission projects for which an application was received after October 15, 2024:

- a) Subdivision Engineering
 - b) Permits and Inspections
 - c) Transportation and Drainage
 - d) Environmental Services; and
 - e) Information Services
1. The City-Parish Planning Commission Office and Staff will provide the following services:
- a) Intake of applications through October 15, 2024, meeting established deadlines of the office, for review and process as either public hearing or staff level cases;
 - b) Coordination and technical review of all applications, staff level and public hearing, per the City-Parish's Unified Development Code (the "UDC");
 - c) Approval of staff level applications according to the criteria set forth in the UDC;
 - d) Forwarding public hearing planning applications for review to the Development Review Committee ("DRC") consisting of the City-Parish departments noted in Section 1(a-e) of this Agreement above;
 - e) Drafting staff reports for public hearing items;
 - f) Executing required advertising and posting requirements for public hearing applications;
 - g) Preparing draft agendas and transmitting final agendas with supporting documentation to the Planning Commission for St. George;
 - h) DRC will provide final technical stipulations prior to approval of public hearing items;
 - i) Attending monthly St. George Planning Commission meetings to answer questions as needed.
2. The City-Parish or the EBR Planning Commission shall notify St. George or the St. George Planning and Zoning Commission of any request for approval of Planning Commission within the jurisdiction of St. George received before October 16, 2024. The City-Parish and Planning Commission staff shall review and consider requests for approval within the jurisdiction of St. George and make recommendations to St. George or the St. George Planning and Zoning Commission for certification or non-certification of public hearing items, but the City-Parish Planning Commission shall approve staff level applications according to the staff level or administrative procedures set forth in the UDC and pursuant to the standards set forth in the UDC.

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 MOU, 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 will be included on the punch list.

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

perform the maintenance bond inspections and reasonable requests can be added to the punch list.

(b) 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 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.

(c) 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 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

On July 1, 2025, all code enforcement by the City-Parish in St. George, including any blight or nuisance violations, will cease. The Parties will cooperate to transition any unresolved claims pending on July 1, 2025. Open complaints will be transferred to St. George, and all records including copies of all court orders will be made available to St. George. With respect to any building permit issued by St. George, St. George will be responsible for enforcement related to the building permit.

10. Floodplain Management

The City-Parish will provide floodplain management including flood zone determinations, substantial damage/improvement review, stormwater management plan review, drainage impact study review, water quality impact study review, drainage modeling for conveyance zones and offsite drainage analysis, and fill mitigation review. Proposed elevation certificates and final elevation certificates associated with new building construction permits after October 15, 2024 shall be reviewed by St. George. St. George will send copies of approved certificates to the City-Parish for their records. Responsibility for all substantially damaged structures in St. George will be transferred by the City-Parish to St. George in compliance with all FEMA and UDC requirements on the earlier of June 30, 2025 or upon receipt of a Community Identification Number from FEMA.

EXHIBIT C

