

Baldwin County Commissioners  
Public Hearing and Regular Meeting  
June 16, 2020  
6:00 p.m.

A Public Hearing and the Regular Meeting of the Baldwin County Commissioners was held Tuesday, June 16, 2020, at 6:00 p.m., Suite 319, Baldwin County Courthouse, Milledgeville, Georgia with Chair Henry Craig presiding.

Members Present: Henry Craig  
Tommy French  
Emily C. Davis  
Sammy Hall  
John Westmoreland

Also Present: Carlos Tobar  
David McRee  
Dawn Hudson  
Cindy Cunningham

Call to Order

Chair Henry Craig called the June 16, 2020 Public Hearing and Regular Meeting to order at 6:00 p.m.

Opening Remarks by Chair

Chair Craig welcomed everyone to the public hearing and the regular meeting. He stated the County continues to follow COVID-19 guidelines of social distancing which limits the number of people in attendance. He asked for patience from citizens as the County adjusts to the changes caused by the pandemic. He encouraged everyone to wear masks, practice social distancing and good hygiene in order to help stop the spread of the virus.

Public Hearing on Solar Energy Development Ordinance

County Manager Carlos Tobar stated a public hearing on a proposed Solar Energy Development Ordinance was held in January. At that time, he recommended to the Board that the proposed Ordinance be reviewed with ACCG to determine best practices in other communities. He reported the ordinance has been discussed with ACCG, Georgia Power Company and developers.

County Manager Tobar stated the purpose of the Solar Energy Development Ordinance is to protect public health and safety by establishing standards for the construction, installation, operation and decommissioning of commercial solar energy systems in the County. He reported Section 17-11 (Purpose) has been expanded to reflect "current and future owners of the solar development ordinance must abide by the ordinance" and the "ordinance will not apply to any electric utility, defined by OCGA 46-1-1, subject to the jurisdiction of the Public Service Commission, and such electric utilities are expressly exempt from the requirements of the ordinance.

Mr. Tobar referenced the following sections: Section 17-23: ( e ) stating the solar energy system shall not exceed and must be maintained at eighteen (18) feet; ( g ) grass height requirement removed; (j) addition to require solar farms to comply with Baldwin County ordinances; ( l )( 4 ) clearly marked means and instructions for "authorized staff" to shut down solar service; ( m ) written notification required for inspection and acceptance by Code Enforcement to recommence operations if facility has not be in use for a period of 180 consecutive days. Section 17-24 ( b ) map size must be submitted at a scale of not less than one (1) inch to one hundred (100) feet. Section 17-25 (b) to read "upon failure to accomplish

provisions in decommissioning plan, land owner must file claim on the bond and decommission the project". Section 17-25 ( 1 ) and ( 2 ) outlines decommissioning process.

Chair Craig opened the floor for public comments.

There being no further discussion on the proposed Solar Energy Development Ordinance, Commissioner Emily C. Davis made a motion to close the public hearing at 6:10 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

### Approval of Minutes

Chair Craig asked for a motion to approve minutes. Vice Chair Tommy French made a motion to approve the minutes of the May 19, 2020 Regular Meeting. Commissioner Sammy Hall seconded the motion and it passed unanimously.

### Recognitions

Chair Craig reported Baldwin County has earned national recognition for its Blight Reduction Program, as well as its Animal Adoption / Rescue Program through the National Association of Counties (NACo). These national achievement awards recognize and honor innovative and effective government programs that strengthen services for county residents. Chair Craig said the prestigious awards are the result of passionate citizens working with the County government leaders to improve the community in an overall way. He recognized Pam Peacock for her voice in the community regarding animal adoption and rescue.

County Manager Tobar reported the Adoption / Rescue program was created to elevate awareness of the services offered to County residents at the Baldwin County Animal Services. He stated the Blight Reduction program is designed to reduce the number of blighted properties throughout Baldwin County. As a result of the program, 101 properties, both residential and commercial, have been demolished or renovated across the County since January 2018.

Chair Henry Craig congratulated Commissioner John Westmoreland on his certification in the ACCG/CVIOG Leadership Development tract.

### Solar Energy Development Ordinance

County Manager Carlos Tobar stated a public hearing was held at the beginning of the meeting to address the Solar Energy Development Ordinance. He asked if there is any further discussion regarding the proposed ordinance.

Commissioner John Westmoreland made a motion to adopt the Solar Energy Development Ordinance as presented. Vice Chair Tommy French seconded the motion and it passed unanimously.

A copy of the ordinance is herewith attached and made an official part of the minutes at pages \_\_\_\_\_ and \_\_\_\_\_.

### Contract for FY 2021 Budget for Public Defender's Office

Assistant County Manager Dawn Hudson presented the Public Defender's office FY 2021 budget for the Board's consideration along with the contract for indigent defense services. She stated the budget period is July 1, 2020 through June 30, 2021. She also reported there is no increase to Baldwin County from last year's budget, with the budget amount remaining at \$199,994.22.

Commissioner Emily C. Davis made a motion to approve the budget and contract for indigent defense services for FY 2021 for the Public Defender's office. Commissioner Sammy Hall seconded the motion and it passed unanimously.

## Memorandum of Understanding for County Extension Service

Assistant County Manager Hudson presented a Memorandum of Understanding (MOU) between the University of Georgia Cooperative Extension Service and Baldwin County. She reported the County has entered into a MOU in previous years for the provision of extension services in Baldwin County. Ms. Hudson stated language has been included in this MOU to address IT services by notification by either party to protect networks. County Attorney McRee has reviewed the document.

Commissioner Emily C. Davis made a motion to approve the Memorandum of Understanding as presented for the provision of extension services. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Memorandum of Understanding is herewith attached and made an official part of the minutes at pages \_\_\_\_\_ and \_\_\_\_\_.

## WIOA Grant Awards

Assistant County Manager Dawn Hudson presented the following two Workforce Investment Opportunity Act (WIOA) Grant Awards for the Board's consideration:

- (1) WIOA COVID-19 Dislocated Workers Award in the amount of \$240,000
- (2) WIOA Youth Program Award in the amount of \$667,462

Ms. Hudson stated Baldwin County serves as the fiscal agent for the grant programs, and no county funds are required.

Commissioner Emily C. Davis made a motion to accept the WIOA grant awards for the COVID-19 Dislocated Worker program and the Youth program as presented. Vice Chair Tommy French seconded the motion and it passed unanimously.

## Old Business

Commissioner Sammy Hall asked County Manager Tobar if statistics on Accountability Courts had been received from the Judges. Mr. Tobar responded he had received the information and would forward it to him. Mr. Hall asked for a report on the expenses the County has spent on renovation of the offices and moving of the Accountability Courts.

Chair Craig stated that Judge Trammell is anxious to appear before the Board to present statistics on the Courts, and this will be scheduled at an upcoming meeting. He stated he feels the program is a success by keeping persons out of the County Jail. Commissioner Davis agreed that the program is a success as is evidenced by their graduation rate.

Commissioner Davis asked County Manager Tobar if there has been any reconsideration by Georgia College to allow the use of the pool this summer. Mr. Tobar responded the pool will not be open this summer.

## New Business

Commissioner Westmoreland asked the Board to consider amending the meeting procedures to have a roll call vote on each Board action. He also stated he would like for the County Attorney to look at the County Ordinance dealing with the section regarding the voting of the Board Chair. He stated he feels the Chair should vote on all matters coming before the Board. The Board requested County Attorney McRee to review the Ordinance and present information for action at a later date.

Chair Craig recommended that all County employees report damaged or missing signage they observe throughout the County to the Public Works Department so the matter can be corrected as soon as possible. Commissioner Hall suggested the County consider new welcome signs at the entrances into the County.

## County Manager's Report

County Manager Tobar presented updates on the following projects: Health Department Building; Courthouse which is open to the public by appointment; law enforcement HVAC system; water meters are being installed; current Health Department HVAC software upgrades completed; Fire Station generators scheduled to be complete this month; Multi-Purpose Trail; Airport projects; discussions continuing with Judges regarding opening courtrooms to the public; and COVID-19 procedures.

## Other Business

Commissioner Emily C. Davis introduced Ms. Terri Stewart and thanked her for spearheading the peaceful protests that have been taking place in front of the Courthouse.

## Public Comment Period

Mr. Hudman Evans addressed the Board to commend law enforcement officers for their professionalism and assistance to the citizens of the community during these times of pandemic and discontent.

## Adjournment

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 6:55 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,



Henry R. Craig  
Chair



Cynthia K. Cunningham  
County Clerk

## **CHAPTER 17 - SOLAR ENERGY DEVELOPMENT**

### **Article I – IN GENERAL**

#### **Sec. 17-11. Purpose**

The purpose of this Solar Energy Development Ordinance is to protect public health and safety through establishing reasonable standards for the construction, installation, operation and decommissioning of commercial solar energy systems in the county. This ordinance is not intended to abridge safety, health, or environmental requirements contained in other applicable sections of this Code. This ordinance shall not be deemed to supersede any other provisions of local, state, or federal law. Current and future owners of the solar development must abide by this ordinance.

However, this ordinance will not apply to any electric utility, as defined by O.C.G.A. § 46-1-1, that is subject to the jurisdiction of the Georgia Public Service Commission, and such electric utilities are expressly exempt from the requirements of this ordinance.

**Secs. 17-12--17-20. - Reserved.**

### **Article II – Solar Energy Development**

#### **Sec. 17-21 - Definitions.**

The following words, terms and phrases, when used in this chapter/article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Solar Energy System* means the components and subsystems required to convert solar energy into electric or thermal energy, or to store such energy, including all equipment and accessory buildings.

*Solar Panel* means a photovoltaic device capable of collecting and converting solar energy into electrical energy.

*Solar Project* means a utility-scale, commercial Solar Energy System, the full size of which occupies five (5) acres or more of land.

#### **Sec. 17-22 - Jurisdiction and Applicability.**

This Solar Energy Development Ordinance shall apply where any portion of a Solar Project is, or is proposed to be, sited in any unincorporated area of the county.

#### **Sec. 17-23 – Standards for Solar Farms.**

(a) The following minimum setback distances shall be required for all Solar Energy System components of a Solar Project (exclusive of fencing and vegetative screening):

- (1) Three hundred (300) feet from all dwelling units, except where the owner of a dwelling unit agrees to lessen such distance by executing a signed written waiver of this requirement;
  - (2) One hundred (100) feet from all public right-of-way frontages; and
  - (3) Three hundred (300) feet from all property boundaries other than right-of-way frontages, except for:
    - a. Property boundaries of adjacent tax parcels that are outside of 500 feet from a residential subdivision or part of a single Solar Project or a series of commonly owned Solar Projects must meet a one hundred (100) foot setback from all property boundaries other than right-of-way frontages; or
    - b. Property boundaries where the owner(s) of the applicable adjacent tax parcel(s) agree to lessen such distance by executing a signed written waiver of this requirement.
- (b) Power inverters and other sound-producing equipment shall be sited no less than 300 feet from any dwelling unit in place at the time of construction or installation.
- (c) All solar energy systems shall be completely enclosed with a minimum of six (6) feet high chain link or security fencing, as measured from the finished grade of the fencing perimeter.
- (d) Where existing visual buffers do not already exist, and at the discretion of the county, Solar Projects shall be constructed with evergreen vegetative screening or a privacy fence so as to help obscure Solar Energy System perimeters from dwelling units located within 300 feet of the Solar Energy System on adjacent parcels. At maturity, the vegetative screening shall be not less than fifteen (15) feet tall regardless of line-of-sight.
- (e) Solar Energy System height, which shall be measured from the highest finished grade below each solar panel to the top of that panel, shall not exceed and must be maintained at eighteen (18) feet.
- (f) Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation, and maintenance of the ground mounted solar photovoltaic installation and consistent with best practices for the preservation of natural areas or good husbandry of the land or forest.
- (g) Any disturbed land shall be stabilized by a permanent seeding of perennial vegetation such as grass or other dense surface cover that will protect the soil surface from erosion, prevent sediment and runoff at the site from reaching downstream areas, and enhance the aesthetics of the site. It is recommended that a slow-growing, vegetative cover be utilized so that general maintenance of the growth can be kept to a minimum.

(h) The names of the manufacturers, installers, facility owners, and facility operators, and their addresses and phone numbers shall be posted on the required fencing at each entrance of a solar farm.

(i) Lighting of a solar farm and its accessory structures shall be limited to the minimum reasonably necessary for its safe operation and shall be reasonably shielded from abutting properties. Where feasible, lighting of a solar farm shall be directed downward and shall incorporate full cutoff fixtures to reduce light pollution.

(j) All solar farms shall comply with Baldwin County ordinances including, but not limited to, setback and height requirements.

(k) All solar farms shall have a secure entry system at the primary entrance. The secure entry system shall comply with the specifications of the International Fire Code.

(l) All solar farms shall have a written emergency response plan that shall be approved by the county's code enforcement department, sheriff's office, fire department, and emergency management agency prior to start of operations. Each solar farm shall update its emergency response plan no later than January 1 of each year with a copy provided to all departments and agencies named in this subsection. The emergency response plan shall include the following:

- (1) The phone number, email address, and street address for all manufacturers, installers, owners, and operators; and
- (2) The phone number, email address, and mailing address for a representative of the solar farm responsible for responding to public inquiries; and
- (3) The material safety data sheets that apply to any materials on the solar farm; and
- (4) The clearly marked means and instructions for authorized staff to shut down the solar photovoltaic service.

(m) Any solar farm that has not been in use for a period of 180 consecutive days for its original purpose as approved by the county code enforcement department shall be deemed abandoned and shall not be authorized to recommence operations until Code Enforcement inspects the facility unless written notice has been provided to and accepted by Code Enforcement for nonoperation over 180 days. Code Enforcement approval for nonuse over 180 days requires that the facility be maintained as such for future operations.

#### **Sec. 17-24 - Permitting Requirements.**

(a) All proposals for new construction of, substantial enlargement of, and/or major alteration of Solar Projects shall require a development permit issued by the county (a "Solar

Development Permit”), which the county shall grant by right subject to site plan review and decommissioning plan review.

(b) A Solar Project Permit applicant shall submit a site plan to the county for review and approval. The site plan shall include a map or maps prepared at a scale of not less than one (1) inch to [100] feet and shall include:

- (1) Name and address of the applicant or its authorized agent;
- (2) Boundaries, exact dimensions and acreage of the tax parcel(s) to be built upon;
- (3) Identification of the owners of all adjacent tax parcels;
- (4) Location and dimensions of the Solar Energy System;
- (5) A demonstration of compliance with all setback, screening and height requirements specified in Section 17-23 above;
- (6) Existing and proposed locations and dimensions of any utility lines, easements, drainage ways and public or private rights-of-way;
- (7) Buildings and the locations of all structures, existing and proposed

Prior to issuance of building permit, drainage plans must meet Soil Erosion, Sedimentation and Pollution Control ordinance;

(c) A Solar Project Permit applicant shall submit a decommissioning plan to the county for review and approval. The decommissioning plan shall include, at a minimum:

- (1) Defined conditions upon which decommissioning will be initiated (e.g. end of lease, condition of a potential public safety hazard, etc.);
- (2) Removal of all non-utility owned equipment, conduits, structures, fencing, roads and foundations (and/or a written waiver signed by the property owner releasing the Solar Project developer from this requirement or a portion thereof);
- (3) Restoration of the property to a condition prior to development of the Solar Project (and/or a written waiver signed by the property owner releasing the Solar Project developer from this requirement or a portion thereof);
- (4) The timeframe and costs for completion of decommissioning activities; and
- (5) A signed statement from the party responsible for completing the decommissioning activities acknowledging such responsibility.

(d) Within fifteen (15) business days of receiving the site plan and decommissioning plan, the county shall approve, approve with conditions (limited to those conditions necessary to ensure compliance with the setback, screening, and height requirements specified in this Solar Energy Development Ordinance), or disapprove the application due to failure to comply with the application requirements specified above. The county shall notify the applicant in writing either that the application has been approved, approved with conditions, or disapproved, with the specific reasons for conditional or disapproval.

**Sec. 17-25 - Decommissioning.**

(a) No later than the end of the fifth (5th) full year of the Solar Project's operation, and every five (5) years thereafter that the Solar Project remains in operation, the Solar Project Permit holder shall:

- (1) Reevaluate decommissioning costs for the Solar Project; and
- (2) Provide to the county security sufficient for such decommissioning costs in the form of a new or modified guaranty to ensure the availability of funds for such costs. The guaranty shall be from an entity having (1) at the time of delivery of such guaranty, a senior unsecured long-term debt rating of BBB- or better from Standard and Poor's and Baa3 or better from Moody's; or (2) audited financial statements, prepared by a nationally-recognized firm of independent auditors and indicating a financial net worth of at least \$10,000,000.

(b) Upon failure to accomplish the provisions in the decommissioning plan, the land owner must file a claim on the bond and decommission the project.

**Sec. 17-26 - Severability.**

Should any section or provision of this Solar Energy Development Ordinance be determined by a court of competent jurisdiction to be unconstitutional or invalid, such determination or decision shall not affect the validity of the Solar Energy Development Ordinance as a whole, or a part thereof, other than the part so declared to be unconstitutional or invalid.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**by and on behalf of**  
**THE UNIVERSITY OF GEORGIA**  
**COOPERATIVE EXTENSION**  
**and BALDWIN COUNTY**

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Baldwin County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Baldwin County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

**I. OPERATIONS**

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

**A. UGA EXTENSION agrees to the following:**

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

**B. The COUNTY agrees to the following:**

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
  - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Baldwin County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
  3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

**II. COMPENSATION**

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- A. COOPERATIVE DIRECT PAY**  
**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".**
- B. COOPERATIVE CONTRACT PAY**  
**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the**

**County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**

- C. COUNTY FUNDED EXTENSION PERSONNEL**  
**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

### **III. AGREEMENT**

1. This MOU shall take effect when it is executed by both Baldwin County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is:      302 Hoke Smith Building  
Athens, GA 30602-4256

The address of County is:

121 N. Wilkinson Street  
Milledgeville, GA 31061

or such other address as shall be furnished by such notice to the other party.

  
\_\_\_\_\_  
Chairman, Board of Commissioners, Baldwin County

Date: June 16, 2020

\_\_\_\_\_  
County Extension Coordinator, Baldwin County

Date: \_\_\_\_\_

\_\_\_\_\_  
Vice President for Public Service and Outreach, University of Georgia

Date: \_\_\_\_\_

## Addendum A

### COOPERATIVE DIRECT PAY

**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.
6. UGA Extension shall carry out all work under this agreement in accordance with the

administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum B

### COOPERATIVE CONTRACT PAY:

**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance; and
  - c. Pay applicable FICA taxes; and
  - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum C

### COUNTY FUNDED EXTENSION PERSONNEL

**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

**For County Funded Extension Personnel, UGA EXTENSION agrees to the following:**

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

**For County Funded Extension Personnel, the COUNTY agrees to the following:**

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance;
  - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
  - d. Designate supervision of extension personnel to the District Extension Director.
4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.