

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 Muscogee 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 Columbus, Georgia/Muscogee County, a City-County Consolidated Government and a political subdivision of the State of Georgia, by and through the Council of Columbus, Georgia, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Muscogee 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 Council of Columbus, Georgia 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 Council of Columbus, Georgia, at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. ***Office and Infrastructure.*** 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, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.
2. ***Vehicles and Travel.*** 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 Muscogee 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. ***Annual Review.*** 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 the Council of Columbus, Georgia for all city 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 (A, B, and C). 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 **Muscogee** 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 age, color, disability, genetic information, national origin race, religion, sex, 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.

County Personnel		
Primary Contact	Mayor Skip Henderson	Address:1111 1 st Avenue Columbus, GA 31901 Email: skiphenderson@columbusga.org Telephone:706-653-4712
HR/Personnel Contact	Ola Terrell, Director	Address:1111 1 st Avenue Columbus, GA 31901 Email: terrell.ola@columbusga.org Telephone:706-653-4059
IT Contact	Forrest Toelle, Director	Address:1111 1 st Avenue Columbus, GA 31901 Email:ftoelle@columbusga.org Telephone:706-225-3015
Finance/Billing Contact	Angelica Alexander, Director	Address:1111 1 st Avenue Columbus, GA 31901 Email:aalexander@columbusga.org Telephone: 706-225-3050

UGA Personnel		
Primary Contact	Von Baker, Director	Address:1111 1 st Avenue Columbus, GA 31901 Email:vbaker@uga.edu Telephone:706-225-4200
HR/Personnel Contact	Clinton McRae, District Director	Address:1109 Experimental Street, Flynt Bldg Rm# 227, Griffin, GA 30223 Email:clinton.mcrae@uga.edu Telephone:770-228-7274
IT Contact	Travis Zetterower, Chief Information Security Officer	Address:124 Hoke Smith Annex Bldg. Athens, GA 30602 Email:tzetter@uga.edu Telephone:706-542-2025
Finance/Billing Contact	Tami Boyle, Business Manager II	Address:1109 Experimental Street, Flynt Bldg Rm#227, Griffin, GA 30223 Email:tadams@uga.edu Telephone:770-229-3131

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

IN WITNESS WHEREOF, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

Mayor of Columbus, Georgia, **Muscogee** County

Date: _____

County Extension Coordinator, **Muscogee** County

Date: _____

Vice President for Public Service and Outreach, or their designee
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 D

IT Systems and Support

- a. *Internet Connectivity*: The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.
- b. *Intraoffice Network*: The County shall provide wired data connections for all computers and network devices within the Extension Office.
- c. *Network Equipment*: The County shall provide and maintain networking equipment sufficient for required Extension operations.
- d. *Wi-Fi*: The County shall provide secure Wi-Fi coverage within the Extension office, preferably with the ability to interact with the wired network devices such as central printers/copiers.
- e. *Network Changes*: Any modifications affecting the UGA Extension Office's data network infrastructure shall be communicated to local Extension staff for awareness.
- f. *Computer Hardware & Device Support*: The County shall provide IT support for devices assigned to UGA Extension.
- g. *Computer Hardware & Device Procurement*: UGA Extension computers shall be purchased through County IT channels with the County agreeing to work with UGA Extension to procure equipment needed for programming and special projects as needed even if funded from UGA resources.
- h. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software if County licensing does not cover the UGA Extension office. Extension IT agrees to cooperate with County IT when needed to facilitate software installations for UGA licensed products. County-specific software required for access to County resources shall be provided and supported by the County.
- i. *File Sharing & Data Storage*: Extension IT has online storage available to all UGA Extension employees and agrees to assist with its setup as needed, including working with County IT on installation/deployment. County IT agrees to include UGA Extension in any county-based file sharing system if UGA Extension staff indicate interest or if county operations require it.
- j. *Office Relocations, Construction, Renovations (IT concerns)*: The County shall notify UGA Extension staff and Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of

IT-related county-owned equipment shall be handled by the County.

The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.