

**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 FULTON 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 Fulton County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “Fulton”), for the provision of Cooperative Extension Services and Personnel (hereinafter “County Extension Personnel”) in Fulton 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, the County Extension programs are able to be maintained and operated through the use of UGA Extension and Fulton employees as personnel; and

WHEREAS, UGA Extension and Fulton agree that the services provided by County Extension Personnel are invaluable to Fulton’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 Fulton 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 UGA employee who is 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 Fulton, UGA Extension, 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. FULTON agrees to the following:**

1. ***Office and Infrastructure.*** Fulton 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, Fulton 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.*** Fulton shall furnish a county government vehicle or reimburse the travel expenses of the Coordinator and all Fulton employees for official travel approved pursuant to I.A.3 above and for travel of Cooperative Extension personnel within the county or on behalf of Fulton County.

3. ***Annual Review.*** Fulton 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 Fulton according to standards set by Board of Commissioners for all county departments.

## **II. COMPENSATION**

The County 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 Fulton 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," Fulton desires for certain County Extension Personnel to be UGA Extension Employees and to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel who are UGA Extension Employees under this option, as well as Fulton's and UGA Extension's responsibility for such Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between Fulton and UGA Extension as set forth in Addendum "B". However, for administrative purposes the compensation for County Extension Personnel who are UGA Extension Employees will come directly from UGA Extension, with Fulton reimbursing UGA Extension for Fulton's proportionate share.



### **C. COUNTY FUNDED EXTENSION PERSONNEL**

In choosing "County Funded Extension Personnel," Fulton desires for certain County Extension Personnel to be employees of Fulton receiving compensation from only Fulton, as set forth in Addendum "C". Fulton shall be solely responsible for the salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any) of County Extension Personnel who are Fulton Employees.

### **III. AGREEMENT**

1. This MOU shall take effect when it is executed by both Fulton County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and Fulton policies, the University of Georgia/University System of Georgia policies shall govern with regard to the County Extension Program activities, Fulton policies shall govern with regard to the facilities and property, and the personnel policies of each party shall govern such party's employees.
3. The term of this MOU shall be from the January 1, 2026, for a five-year term with nine optional five-year renewals or until terminated by either party by written notice of such intent provided ninety (90) days in advance. The parties shall annually amend Addendum E to confirm or update the personnel and salaries.
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.

For UGA Extension:

James Herrin  
1757 E. Washington Road  
East Point, GA 30344  
[james.herring@uga.edu](mailto:james.herring@uga.edu)

For Fulton County:

Gayle Holloman  
1 Margaret Mitchell Square  
Atlanta, GA 30303  
[Gayle.holloman@fultoncountyga.gov](mailto:Gayle.holloman@fultoncountyga.gov)

With a copy to:

Office of the Fulton County Attorney  
141 Pryor Street, SW  
Atlanta, GA 30303

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.

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the Fulton County Attorney

FOR UGA EXTENSION:

\_\_\_\_\_  
County Extension Coordinator, Fulton County

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

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

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

**Addendum A**  
**(NOT APPLICABLE)**

**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, Fulton desires for certain County Extension Personnel who are UGA Extension employees to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as Fulton'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 Fulton and UGA Extension as set forth in an annual Financial Agreement included in Addendum E. Such annual Financial Agreement shall be contingent upon funding as a part of Fulton's annual budget process. However, for administrative purposes such compensation for County Extension Personnel who are UGA Extension employees will come directly from UGA Extension, with Fulton reimbursing UGA Extension for the County's proportionate share.**

1. UGA Extension shall employ and supervise County Extension personnel who are UGA Extension Employees and shall be an independent contractor of Fulton. 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 for County Extension personnel who are UGA Extension Employees 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 who are UGA Extension Employees in compliance with Equal Employment Opportunity regulations and subject to the approval of Fulton. Fulton 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 who is a UGA Extension Employee becomes unsatisfactory to Fulton, it shall be the responsibility of Fulton 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 Fulton's dissatisfaction and advise Fulton of action taken, if any. UGA Extension shall have the right to terminate or transfer UGA Extension employees from the County Extension program. UGA Extension may select a replacement UGA Extension Employee for the County Extension program, 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 who are UGA Extension Employees at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. Fulton shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel who are UGA Extension Employees 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 Fulton reflecting the Fulton portion of the salary and benefits for the County Extension Personnel who are UGA Extension Employees. Fulton is aware and agrees that these benefits will include Fulton'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 Fulton portion of UGA Extension Employee reimbursed salaries may be adjusted annually based on performance and/or cost of living increases typical of other Fulton employees in accordance with Fulton'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. In the event UGA Extension increases the salaries of UGA employees who are Cooperative Extension personnel, UGA Extension will not pass along such increases as a percentage salary increase allocated to the Fulton's portion of the UGA Extension Employee's salary. Fulton's portion is as set forth in the annual Financial Agreement.

9. Fulton agrees to pay its share of the annual leave payment for UGA Extension Employees 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 Fulton share shall be based solely on the individual's time serving as part of the County Extension office.

## Addendum C

### **COUNTY FUNDED EXTENSION PERSONNEL**

**In choosing County Funded Extension Personnel, Fulton desires for certain of the County Extension Personnel to be Fulton employees receiving compensation from only Fulton. Fulton shall be solely responsible for the salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any) for County Extension Personnel who are Fulton Employees.**

**For County Extension Personnel who are Fulton Employees, UGA EXTENSION agrees to the following:**

1. UGA Extension shall establish minimum qualifications in conjunction with Fulton for County Extension personnel who are Fulton Employees, and certify the qualifications of all applicants.
2. .
3. UGA Extension, through its County Extension Coordinator, shall supervise County Extension personnel who are Fulton Employees according to applicable University of Georgia and the Board of Regents policies and procedures related to the functioning of the County Extension program. Fulton retains the sole authority over personnel decisions for Fulton Employees.
4. UGA Extension shall evaluate County Extension personnel who are Fulton Employees using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all Fulton Employees.
5. UGA Extension shall collect, approve and transfer employee work time records to Fulton on a weekly or monthly basis as agreed upon.
6. In the event the work of any County Extension personnel who is a Fulton Employee becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to Fulton. It shall then be the responsibility of Fulton to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. Fulton shall have the right to transfer and/or discipline County Extension personnel who are Fulton Employees, which may include termination.

**For County Extension Personnel who are Fulton Employees, Fulton agrees to the following:**

1. Fulton shall employ and determine the total salary that such personnel are to be paid.
2. Fulton shall provide all salary and associated benefits for such personnel as per Fulton

County policy.

3. Fulton 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 County Extension personnel who are Fulton Employees to the County Extension Coordinator.
4. Annual salary adjustments for County Extension personnel who are Fulton Employees shall be based on Fulton policy and consistent with such policies for other Fulton employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and Fulton shall create any employment rights for such personnel above and beyond any such rights enjoyed by Fulton employees generally.

## **Addendum D**

### ***IT Systems and Support.***

- a. *Internet Connectivity:* Fulton 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; provided however that cybersecurity for Fulton shall not be impaired, and in the event cybersecurity is at risk or impaired, the parties shall promptly confer to resolve such issues.
- b. *Intraoffice Network:* Fulton shall provide and maintain a wired data network with capacity for all devices required by UGA Extension operations. Fulton shall provide and maintain a secure wireless network sufficiently covering the space used by UGA Extension with all Cooperative Extension personnel permitted access.
- c. *Computer Hardware & Device Support.* Fulton IT shall provide support for Fulton-provided PCs and equipment. UGA Extension IT will provide the initial PC image and initial OS setup for UGA provided PCs while Fulton IT provides support for connectivity/network related issues on all PCs within the County Extension office, as well as any Fulton-specific software required for operations. Installation of UGA-specific software required for County Extension program operations shall be permitted on any PC within the office used for County Extension programming (UGA VPN, soil testing software, etc.) Fulton IT shall assist with the installation of UGA-required software on Fulton provided PCs as needed with cooperation from UGA Extension IT as needed. Office central copiers, if applicable, provided by Fulton funds or contracts, shall be supported by Fulton IT or vendor service contracts.
- d. *Computer Hardware & Device Procurement:* Fulton shall provide computer equipment to all County Extension personnel who are Fulton Employees. Computers for County Extension personnel who are UGA Extension Employees may be purchased via Fulton IT channels or UGA Procurement using agreed upon IT standards, with consultation from UGA Extension IT and Fulton IT for non-standard equipment. IT equipment purchases shall be funded through Fulton funds or in cooperation with UGA Extension grants or programs as available.

- e. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software used on UGA computers. Fulton-specific software required for access to Fulton resources shall be provided and supported by Fulton in collaboration with UGA Extension IT as needed.
- f. *Office Relocations, Construction, Renovations (IT concerns)*: The County Extension staff shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed if needed.

**Fulton shall have its IT Contact listed in Addendum E review and confirm the above requirements.**

### Addendum E - 2026

<b>UGA Extension Employees</b>		
Primary Contact	James Herrin	1757 E. Washington Road East Point, GA 30344 james.herrin@uga.edu 404-613-4908
HR/Personnel Contact	Clinton McRae District Director	1109 Experiment Street Flynt Building Room 227 Griffin, GA 30223 clinton.mcrae@uga.edu 770-228-7274 (office) 910-318-8159 (cell)
IT Contact	Travis Zetterower	124 Hoke Smith Building Athens, GA 30602 tzetter@uga.edu 706-542-0797
Finance/Billing Contact	Tami Boyle	1109 Experiment Street Flynt Building Room 227 Griffin, GA 30223 nwfinance@uga.edu 770-228-7274

<b>County Employees</b>		
Primary Contact	[NAME]	Address: Email: Telephone:
HR/Personnel Contact	[NAME]	Address: Email: Telephone:
IT Contact	[NAME]	Address: Email: Telephone:
Finance/Billing Contact	[NAME]	Address: Email: Telephone: