



BALDWIN COUNTY REGULAR MEETING

March 01, 2022

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

1. Naval JROTC Color Guard Cadets - Baldwin High School

APPROVAL OF MINUTES

2. February 15, 2022 Regular Meeting

ADMINISTRATIVE/FISCAL MATTERS

3. Resolution and Contract for State Paid County Reimbursed Personnel (SPCR)
for District Attorney's Office - County Attorney
4. Pension Plan - Assistant County Manager
5. Intergovernmental Agreement for Ocmulgee Drug Task Force - Assistant County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

March 15, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.

April 5, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.

April 15, 2022, Friday, All Non-Emergency Departments Will Be Closed in Observance of Good Friday.

April 19, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.



**BALDWIN COUNTY
REGULAR MEETING**
February 15, 2022
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Henry Craig
John Westmoreland
Kendrick Butts
Emily Davis
Sammy Hall

ALSO PRESENT

David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chairman Craig called the meeting to order at 6:00 p.m.

APPROVAL OF MINUTES

Vice Chairman John Westmoreland made a motion to approve the minutes of the February 1, 2022 Regular Meeting and the February 1, 2022 Executive Session. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Board of Health Appointment

Chairman Craig stated the current term of the Board of Health Position 4 will expire, and an appointment is required for a consumer to represent the needy, underprivileged or elderly. He stated information regarding submission of names for the position was sent to all Commissioners. Chairman Craig recommended the appointment of Ms. Sherrill Jones to serve in the Position 4 as a consumer representing the needy, underprivileged or elderly.

Commissioner Kendrick Butts made a motion to appoint Ms. Sheriff Jones to serve in Position 4 on the Board of Health. Commissioner Emily Davis seconded the motion and it passed unanimously.

Tax Anticipation Note (TAN)

Assistant County Manager Dawn Hudson reported that the County solicited proposals for the 2022 Tax Anticipation Note for a \$7,500,000 Line of Credit to be drawn as needed. The following three proposals were received: Century Bank & Trust - 1.25%; Exchange Bank – 1.49%; Magnolia State Bank – 1.36%. Ms. Hudson stated the recommendation is to secure the Line of Credit of \$7,500,000 with for Century Bank and Trust at the rate of 1.25%. Ms. Hudson presented a Resolution authorizing the Chairman to execute documents to borrow from Century Bank and Trust, the aggregate amount not to exceed \$7,500,000, at the interest not to exceed 1.25 %.

Vice Chairman John Westmoreland made a motion to adopt the Resolution as presented to secure the Line of Credit with Century Bank and Trust at the rate of 1.25% and to authorize the Chairman to execute necessary documents. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages _____ and _____.

Animal Control Ordinance

County Manager Carlos Tobar stated a Public Hearing was held on amendments to the Animal Control Ordinance, and Solicitor General Skye Gess was present to provide information on the proposed amendments. As a result of comments from Commissioners at the hearing, Section 14.40 – Public Nuisance Animal was amended to include a paragraph regarding violations of the Ordinance.

Commissioner Sammy Hall made a motion to approve the amended Animal Control Ordinance as presented. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

A copy of the Ordinance is on file in the Commissioner's Office.

OLD BUSINESS

Commissioner Emily Davis asked for an update on trash situation to include illegal dumping issues and convenience centers. County Manager responded surveillance cameras are being looked into for use as a deterrent to help with these issues and he is in contact with Waste Management to keep bins dumped at centers. She also asked about security the Recreation Department. Mr. Tobar stated the County has a policy in place regarding events held at night on weekends; and if it is a County sponsored game, Recreation Department staff are there.

Commissioner Butts asked for an update on use of pool at Georgia College and State University. Mr. Tobar stated he is hopeful the pool will be open if conditions regarding the COVID pandemic allow.

NEW BUSINESS

Commissioner Kendrick Butts stated Mrs. Geneva Davis is celebrating her 95th Birthday today, and he would like to express his appreciation for her many years of service to the community. He stated Mrs. Geneva Davis is the first black female elected to serve on the Baldwin County Board of Commissioners. Commissioners presented a birthday cake to the members of the Davis family to give to Mrs. Geneva in celebration of her 95th birthday.

COUNTY MANAGER'S REPORT

County Manager Tobar presented project updates to include: completion of roundabout; completion of landscaping at Government Building; passage of redistricting legislation; demolition of property on Black Springs Road; Swint Avenue and a portion of an apartment complex on Garrett Way; final engineering by GDOT for bridge replacement on Highway 22 at Little Fishing Creek; finalization of date for faith-based teen organization to make presentation in Baldwin County; completion of new 4-H building this week; CDBG application meeting; Department of Agriculture training; and Oconee Heights community meeting.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

The following citizens addressed Commissioners regarding the Animal Control Department:

Judy Veal - concerns about animal shelter not posting numbers and pictures; give each adoptable animal a number and post along with picture on website; advertise to public those available for adoption.

Christy Meeks Batchelor – inquired whether the County has a written contract with veterinarian for after-hours services and euthanizing animals; policy for euthanasia and who has authority to approve it.

Allie Duckworth – concerns about response to her previous Open Records Request regarding a private organization collecting adoption fees and County oversight.

Pam Peacock - questions about responses she received to her previous Open Records Request regarding contract for services; collection of money for adoptions.

Questions about issues related to the Animal Control Department were submitted in writing by citizens for response by County Manager.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the meeting at 6:35 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk

**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT
FOR A COUNTY GOVERNING AUTHORITY**

1. GENERAL CONTRACT PROVISIONS:

- (a) This contract is made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18 20.1. and hereinafter referred to as the COUNCIL and the

District Attorney for the Ocmulgee Judicial Circuit
P. O. Box 1209
Gray, Georgia 31032

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

(b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Clayton County, State of Georgia.

(c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

2. ♦ PERIOD OF CONTRACT:

This contract is effective as of the 1st day of July, 2021, and shall terminate on the 30th day of June, 2022, unless terminated earlier under other provisions of this contract.

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:

- (a) ♦ Mailing Addresses:

County Contract Page 1 of 13 The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

(1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are: Prosecuting Attorneys' Council of Georgia Attn: Latoria J. Smith 1590 Adamson Parkway, Fourth Floor Morrow, Georgia 30260-1755 Telephone No: (770) 282-6364 Email: ljsmith@pacga.org

(2) The **CONTRACTOR'S** mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are: **Office of the District Attorney -Ocmulgee Judicial Circuit** Attention: T. Wright Barksdale III

P. 0. Box 1209 Gray, Georgia 31032 Telephone No.: (478) 986-3166 Email: wbarksdale@pacga.org

4. **SCOPE OF SERVICES:**

- (a) **WHEREAS**, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and

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(b) **WHEREAS**, the governing authority of **Baldwin County**, with the consent of the District Attorney for the **Ocmulgee Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1; and

(c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully **Tt** forth, authorized the District Attorney for the **Ocmulgee Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.

(d) **NOW THEREFORE**, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

(1) **The COUNCIL** agrees to:

(A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.

(B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the **CONTRACTOR** in accordance with provisions of this contract.

(2) **The CONTRACTOR** agrees to:

(A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the

expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.

(B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at one percent (1.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.

(3) ♦ All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

5. **PAYMENTS TO THE COUNCIL:**

(a) The approved contract budget for the period of this contract is **\$208,758.04**.

(b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts,

County Contract Page 3 of 13 forfeited leave payments, etc. will be included on the invoice to the CONTRACTOR for the following month or when identified.

(c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.

(d) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:

(1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;

(2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;

(3) Take any such action as may be necessary to enforce the contract; or

(4) Terminate the contract.

6. ♦ **BUDGET LIMITATION:**

(a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.

(b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8. **CONFLICT OF INTEREST:**

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

9. CONTRACT MODIFICATION/ALTERATION:

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(a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.

(b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

10. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. TERMINATION:

(a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence of the event stated above shall be conclusive.

(b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

(c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason

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upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.

(d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

12. DRUG-FREE WORKPLACE:

- (a) ♦ CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

- (1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
- (2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
 - (A) The CONTRACTOR has made false certification hereinabove; or
 - (B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

(b) COUNCIL PERSONNEL REGULATIONS:

(1) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.

(2) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed (SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

(3) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.

(4) ♦ In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) NONDISCRIMINATION

(1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, ♦ demotions, ♦ dismissal, ♦ and ♦ other ♦ elements ♦ affecting employment/employees.

(2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.

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- (d) ♦ The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.

(e) COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the

Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

(f) **COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Annex C, attached hereto and incorporated herein by reference.

(g) **LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT...** CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120, 47-2-123, 47-2-334, 47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event,

County Contract Page 7 of 13 CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS..

(h) **WORKERS COMPENSATION.** The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

13. ENTIRE UNDERSTANDING:

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

14. CONTRACT ANNEX INCLUSION:

This contract includes annexes as listed below, which are attached hereto and incorporated herein:

Annex A ♦ Contract Budget.

Annex B ♦ Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

Annex C ♦ Contractor Affidavit for compliance with the Georgia Security and Immigration Compliance Act under O.C.G.A. § 13-10-91(b)(1).

15. OPEN RECORDS ACT: this contract is subject to the provisions of the Georgia Open Records Act.
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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.



CONTRACTOR EXECUTION: COUNCIL EXECUTION:

Signature Signature


**Date signed by CONTRACTOR **Date signed by Council


*The Honorable T. Wright Barksdale III Peter J. Skandalakis District Attorney,
Ocmulgee Judicial Circuit Executive Director
P. O. Box 1209 Prosecuting Attorneys' Council of Georgia Gray, Georgia 31032 1590 Adamson
Parkway, Fourth Floor
(478) 986-3166 Morrow, Georgia 30260-1755

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR .

**Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.

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Attach Annex A  Contract Budget
Page 10 of 13
E

Attach Annex B  Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

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Annex C Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned Contractor executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as B-Verify, or any subsequent replacement program;

- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

INSM 11-16-OoLq

Federal Work Authorization User Identification Number Date of Authorization

oJW o. 5PC-

Name of Contractor

Name of Project

bdt4J CoMj

Name of Public Employer

I hereby declare **under penalty of perjury that the foregoing is true and correct.**

?

Executed on , , 20 in (city), (state).

County Contract

Page 12 of 13 Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE DAY OF 20

NOTARY PUBLIC

My Commission Expires:

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RESOLUTION OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS

WHEREAS, The District Attorney's Office for the Ocmulgee Judicial Circuit serves eight counties including Baldwin County, and is jointly funded by appropriations from the State Legislature and Baldwin County, and,

WHEREAS, some, but not all, of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including, medical, dental, and life insurance options, and retirement benefits; and,

WHEREAS, it is equitable and desirable by the District Attorney and the Baldwin County Board of Commissioners to offer the same benefits package to all similarly situated employees of the District Attorney's Office, and,

WHEREAS, as a result of the enactment of OCGA § 15-18-20.1 during the 1997 Session of the General Assembly, counties were thereby enabled to contract with the State through DOAS in order to allow non-state paid District Attorney employees to be processed through the State payroll system, thereby entitling those employees to the same fringe benefits as other State employees;

THEREFORE, BE IT RESOLVED that unless and until appointment shall be revoked or suspended, the Baldwin County Board of Commissioners hereby authorizes and designated the Honorable T. Wright Barksdale, III, District Attorney for the Ocmulgee Judicial Circuit, and his successors, as its designee for the purpose of contracting with the State of Georgia, Department of Administrative Services, in order to comply with the provisions of OCGA § 15-18-20.1, and the District Attorney shall be responsible to transferring to the State the required funds as necessary for all compensation, benefits, travel, and other expenses for all such personnel.

SO RESOLVED, this 11th day of May 2021.

Hon. Henry R. Craig, Chairman Baldwin County Board of Commissioners

ATTEST:

Cindy Cunningham, County Clerk (SEAL)

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA 401(a) DEFINED CONTRIBUTION PLAN FOR BALDWIN COUNTY EMPLOYEES

ARTICLE I: PURPOSE

The undersigned **Baldwin County, Georgia**, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

- ☐ New Plan
- ☒ Amendment and Restatement of Previously Adopted Plan
- ☐ Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

ARTICLE II: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

2.09 COMPENSATION

Compensation Defined

- ☒ Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- ☐ Includes Differential Wage Payments
- ☒ Excludes Differential Wage Payments
- ☐ Short Plan Years use Compensation only during short year (Default provision)
- ☐ Short Plan Years use Compensation for entire year
- ☐ Other Definition of Compensation (See Additional Provisions Addendum)

Determination Period Defined for Compensation

- ☒ The Plan Year (Default provision)
- ☐ The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning _____ (day)
_____ (month)

2.11 DISABILITY OR DISABLED

- ☒ Entitled to disability retirement benefits under the federal Social Security Act
- ☐ Entitled to benefits under long term disability plan or policy of Employer
- ☐ Other Definition of Disability (See Additional Provisions Addendum)

2.14 EFFECTIVE DATE

- ☐ New qualified Plan with an Effective Date of _____, 20__ (the "Original Effective Date").
- ☒ Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **February 1, 2019** (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.
- [The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

2.16 ELIGIBILITY COMPUTATION PERIOD

- ☐ The 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date. (Default)
- ☐ The 12-consecutive-month period beginning on the Employee's Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

2.17 ELIGIBLE EMPLOYEE

	<u>Employees, other than Elected Officials</u>	Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Senior Management Only (Specify Eligible Positions):	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least thirty (30) Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		
<input checked="" type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[--] Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum) [--] [--]

Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System) Include Exclude

County Commissioners [X] [--]

Coroner [--] [X]

Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum) [--] [X]

Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)

Sheriff [--] [X]

Tax Commissioner (elected before 7/1/2012) [--] [X]

Clerk of Superior Court [--] [X]

Chief Magistrate Judge [--] [X]

Assistant Magistrate Judge(s) [--] [X]

Probate Court Judge [--] [X]

Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum) [--] [X]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

State Court Judge [--] [X]

Superior Court Judge [--] [X]

Solicitor or Solicitor General [--] [X]

District Attorney [--] [X]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum) [--] [X]

Other Personnel Eligible for one or more State of Georgia Retirement Systems

Employees of Tax Commissioners (hired before 7/1/2012) [--] [--]

Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)

Tax Commissioner (hired on or after 7/1/2012) [X] [--]

Employees of Tax Commissioners (hired on or after 7/1/2012) [X] [--]

Other Personnel Receiving Supplemental Compensation from the Employer

Extension Agents [--] [X]

Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum) [--] [X]

	<u>Excluded Employees</u>	Include	Exclude
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[X]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[X]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[X]

2.23 **EMPLOYER**

The term "Employer" means **Baldwin County, Georgia**

Employer EIN: **58-6000782**

Employer Fiscal year: **January 1 – December 31**

2.28 **ENTRY DATE**

Entry Date for Employee Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

Entry Date for Employer Basic Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

[--] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

Entry Date for Employer Discretionary Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

Entry Date for Employer Matching Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

2.31 HOURS OF SERVICE METHOD

Eligibility Service

[X] Not Applicable

[--] 1000 Hours of Service in an Eligibility Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

Vesting Service

[X] Not applicable

[--] 1000 Hours of Service in a Vesting Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

2.36 LIMITATION YEAR

[--] Calendar Year

[X] Plan Year

[--] Fiscal year

[--] Other: 12 month period ending on the following date: _____

2.39 **NORMAL RETIREMENT AGE**

The term "Normal Retirement Age" means:

[X] Age 65

[--] Age ____ (specify between 55 and 64, inclusive)

[--] Later of age ____ (not to exceed 65) or the ____ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date

[--] Age: ____ (not to exceed 65) plus Years of Service ____ (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

2.44 **PLAN**

The name of the Plan as adopted by the Employer is the:

[X] "ACCG 401(a) Defined Contribution Plan for Baldwin County Employees"

[--] "ACCG 401(a) Defined Contribution Plan for Senior Management Employees of ____ County"

2.61 **YEAR OF SERVICE**

Method of Measurement for Eligibility Purposes

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

[--] Elapsed Time Method:

A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Adjustments to Years of Service for Eligibility Purposes

[--] Service Before the Original Effective Date of the Plan included

[--] Service Before the Original Effective Date of the Plan excluded

[--] Service Before the Effective Date of this amended and restated Plan included

[--] Service Before the Effective Date of this amended and restated Plan excluded

[--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- [--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

Method of Measurement for Vesting Purposes

- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [X] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Vesting Computation Period

- [X] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

Adjustments to Years of Service for Vesting

- [X] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [X] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Unused Sick Leave included
- [--] Unused Annual Leave included
- [--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- [X] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

ARTICLE III: PARTICIPATION AND SERVICE

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

- [X] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Basic Contributions

- [X] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Discretionary Contributions

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Matching Contributions

- [X] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

3.06 ELECTION NOT TO PARTICIPATE

- [--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee first becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [X] Employees may not elect out of participating in the Plan.

ARTICLE IV: CONTRIBUTIONS**4.01 EMPLOYEE CONTRIBUTIONS****Mandatory Employee Contributions**

- [--] Not Required
- [X] Required in the amount of **four percent (4.0%)** of Compensation per payroll period effective as of **February 1, 2019** [May not exceed 100%.]

Employee After Tax Contributions

- [X] Not Permitted
- [--] Permitted up to _____% of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- [--] No Basic Contributions
- [X] Basic Contributions equal to **four percent (4.0%)** of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$____) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times number of each Participant's points.
- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- ☒ On a payroll basis
- ☐ On a monthly basis
- ☐ On a quarterly basis
- ☐ On an annual basis
- ☐ Other Basic Contribution remittance period: _____ (must be at least annual)
- ☐ Basic Contributions made more frequently than on an annual basis will be recalculated ("true-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Basic Contributions

- ☒ No additional requirements
- ☐ Participant must be employed by the Employer on the last day of the Plan Year
- ☐ Participant must earn at least 501 Hours of Service during the Plan Year
- ☐ Participant must earn at least 1000 Hours of Service during the Plan Year
- ☐ Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- ☐ Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- ☒ No Discretionary Contributions
- ☐ Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - ☐ Pro-Rata Based on Compensation
 - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
 - ☐ Fixed Dollar Formula
 - Each Participant shall be credited with an equal dollar amount
 - ☐ Discretionary Contributions allocated based on Points
 - ☐ Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- ☐ On a payroll basis
- ☐ On a monthly
- ☐ On a quarterly basis
- ☐ On an annual basis
- ☐ Other remittance period for Discretionary Contributions: _____ (must be at least annual)

- ☐ Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Discretionary Contributions

- ☐ No additional requirements [**Must elect if made less frequently than annually**]
- ☐ Participant must be employed by the Employer on the last day of the Plan Year
- ☐ Participant must earn at least 501 Hours of Service during the Plan Year
- ☐ Participant must earn at least 1000 Hours of Service during the Plan Year
- ☐ Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- ☐ Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

- ☐ No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- ☒ Matching Contributions equal to **one hundred percent (100%)** of the first **four percent (4.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **four percent (4.0%)** of Compensation or \$(N/A).
- ☐ Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (____%) of the next _____ percent (____%) so contributed and _____ percent (____%) of the next _____ percent (____%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.
- ☐ Matching Contributions equal to _____ percent (____%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- ☐ Other Matching Contribution Formula (See Additional Provisions Addendum)
- ☐ Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- ☒ Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- ☒ Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- ☒ Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- ☐ Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- ☒ On a payroll basis
- ☐ On a monthly basis

- ☐ On a quarterly basis
- ☐ On an annual basis
- ☐ Other remittance period for Matching Contributions: _____ (must be at least annual)
- ☐ Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

Employer Matching Contribution Eligibility Requirements

- ☒ No requirements **[Must elect if made more frequently than annually]**
- ☐ Participant must be employed by the Employer on the last day of the Plan Year
- ☐ Participant must earn at least 501 Hours of Service during the Plan Year
- ☐ Participant must earn at least 1000 Hours of Service during the Plan Year
- ☐ Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- ☐ Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

4.05 ROLLOVER CONTRIBUTIONS

- ☐ No rollovers permitted
- ☒ Eligible rollover contributions permitted to be made by:
- ☐ Eligible Employees, whether or not a Plan Participant
- ☒ Plan Participants Only

4.07 QUALIFIED MILITARY SERVICE

Employer Contributions (Other Than Matching) Upon Return to Employment

- ☒ Mandatory Employee Contributions required to receive Employer Contributions

Employer Matching Contributions Upon Return to Employment

- ☒ Elective deferrals under the Employer’s 457(b) Plan must be made up to receive Employer Matching Contributions
- ☐ Elective deferrals under the Employer’s 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

Employer Contributions Upon Death

- ☐ Employer Contributions made for a Participant who dies during Qualified Military Service
- ☐ Employer Basic Contributions
- ☐ Employer Discretionary Contributions
- ☐ Employer Matching Contributions

Employer Contributions Upon Disability

- [--] Employer Contributions made for a Disabled Participant during Qualified Military Service:
- [--] Employer Basic Contributions
- [--] Employer Discretionary Contributions
- [--] Employer Matching Contributions

Vesting Upon Disability

- [--] Service for vesting purposes granted to a Disabled Participant during Qualified Military Service.
(Must select if making Employer Contributions for Disabled Participants)

Differential Wage Payments

- [--] Differential Wage Payments treated as Compensation during Qualified Military Service

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS****Maximum Permissible Amount for Participants Covered by Another Plan**

- [X] Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- [--] Maximum Contributions up to Section 415 limit made to this Plan
- [--] See Additional Provisions Addendum.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

- [--] 100% Vesting immediately upon Entry Date
- | | | |
|------|--|----------------------------------|
| [X] | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
| | Less than five (5) years | 0 % |
| | Five (5) years or more | 100 % |
| [--] | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |

_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %

☐ Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

Vesting for Employer Discretionary Contribution

☐ 100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years or more	_____ %

Less than _____ () years 0 %

_____ () years or more 100 %

☐ Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

Vesting for Employer Matching Contribution

☐ 100% Vesting immediately upon Entry Date

<input checked="" type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years	_____ %
_____	years or more	_____ %

Less than five (5) years 0 %

Five (5) years or more 100 %

☐ Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

6.04 IN-SERVICE WITHDRAWALS.

☐ No in-service withdrawals permitted

☒ In-Service withdrawals shall be permitted as designated below.

☐ After-tax Accounts may be withdrawn at any time

☒ Rollover Accounts may be withdrawn at any time

☐ Withdrawals from vested Accounts on and after attainment of age _____

☐ Withdrawals from vested Accounts on and after Normal Retirement Age

- [X] Active Military Distribution
- [--] Withdrawal after _____ years of participation (must be at least 5) of the lesser of _____ (specify a dollar amount) or 100% of the Participant's Vested Account
- [--] Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

ARTICLE VII: DEATH BENEFITS

7.01 DEATH BENEFITS

- [--] Death benefits paid in one lump sum
- [X] Death Benefits paid in any form permitted under the Plan for Participants
- [--] Other forms of Death Benefit payment (see Forms of Payment Addendum)

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 NORMAL PAYMENT FORMS

- [--] Distributions may be made in one lump sum only
- [X] Distributions may be made in any form provided in Section 8.01(a)(i) and (ii) (Lump sums or installment)
- [--] Other forms of distributions permitted (see Forms of Payment Addendum)

8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.

- [X] The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- [--] If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- [--] \$1000 or less
- [--] The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

ARTICLE IX: TRUST FUND INVESTMENTS

9.03 PARTICIPANT DIRECTION OF INVESTMENTS

Accounts Invested by Participants

☒ Participants direct investment of all Accounts

☐ Direct investment of following Accounts only:

	<u>Participant</u>	<u>Employer</u>
Employee Mandatory Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employee After-Tax Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Basic Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Discretionary Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Matching Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>

Self-directed Brokerage

☒ Self-directed Brokerage not permitted

☐ Self-directed Brokerage permitted for all Participants' Accounts

☐ Self-directed Brokerage permitted for following Accounts only:

	<u>Yes</u>	<u>No</u>
Employee Mandatory Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employee After-Tax Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Basic Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Discretionary Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>
Employer Matching Contribution Account	<input type="checkbox"/>	<input type="checkbox"/>

MISCELLANEOUS

ADDITIONAL PROVISIONS AND PROTECTED BENEFITS

- [X]** The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

SUPERSEDING PROVISIONS

- [--]** The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

RELIANCE ON OPINION LETTER

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

ELECTRONIC SIGNATURE AND RECORDS

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

ACCG BASIC PLAN DOCUMENT INFORMATION

Preapproved Plan Sponsor:

Association County Commissioners of Georgia
191 Peachtree Street #700
Atlanta, Ga 3030
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

BALDWIN COUNTY

By: _____

Title: _____

Date: _____

ACCEPTANCE (on behalf of the DC Board):

By: _____

Title: _____

Date: _____

PRIOR SERVICE ADDENDUM

Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service

IN-SERVICE WITHDRAWAL ADDENDUM

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant's Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

ADDITIONAL PROVISIONS ADDENDUM

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

2.09 COMPENSATION

Compensation Defined

The following definition of Compensation applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- [--] Includes Differential Wage Payments
- [--] Excludes Differential Wage Payments
- [--] Short Plan Years use Compensation only during short year (Default provision)
- [--] Short Plan Years use Compensation for entire year
- [--] Includes the following: _____
- [--] Excludes the following: _____

2.11 DISABILITY OR DISABLED

The following definition of Disability applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Entitled to disability retirement benefits under the federal Social Security Act
- [--] Entitled to benefits under long term disability plan or policy of Employer
- [--] Other: _____ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

2.17 ELIGIBLE EMPLOYEE

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<u>Employees, other than Elected Officials</u>		Include	Exclude
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions:)	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	[--]	[--]
	Probate Court Judge	[--]	[--]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		Include	Exclude
	_____	[--]	[--]
	_____	[--]	[--]
	<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u>		
	State Court Judge	[--]	[--]
	Superior Court Judge	[--]	[--]
	Solicitor or Solicitor General	[--]	[--]
	District Attorney	[--]	[--]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
	<u>Other Personnel Receiving Supplemental Compensation from the Employer</u>		
[--]	Other Personnel Receiving Supplemental Compensation from the Employer (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
	<u>Excluded Employees</u>		
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	[--]	[--]
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	[--]	[--]
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
	Juvenile Court Judges	[--]	[--]
	Nonresident Aliens	[--]	[--]

- [X] Other Excluded Employees (List and check “Include” or “Exclude” as appropriate.)
- Employees who are employed by the Employer as of January 31, 2019, unless and until: (1) they have a Reemployment Commencement Date on or after February 1, 2019 (regardless of the length of any Period of Severance or Break in Service); and (2) they qualify as an Eligible Employee under Adoption Agreement Section 2.17 following such Reemployment Commencement Date.**
- ____ [–] [X]
- [–] Grant-Funded Employees (List and check “Include” or “Exclude” as appropriate.)
- ____ [–] [–]
- ____ [–] [–]
- ____ [–] [–]

2.28 ENTRY DATE

Entry Date for Employee Contributions

The following Entry Date for Employee Contributions applies to:

- [–] All Participants
- [–] Only the following Participants: _____
- [–] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [–] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [–] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [–] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [–] Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* _____

Entry Date for Employer Basic Contributions

The following Entry Date for Employer Basic Contributions applies to:

- [–] All Participants
- [–] Only the following Participants: _____
- [–] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [–] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [–] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [–] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] *Other Entry Date for Basic Contributions:* _____

[--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

[--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement

[--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Discretionary Contributions

The following Entry Date for Employer Discretionary Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

[--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement

[--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Matching Contributions

The following Entry Date for Employer Matching Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first

meets the eligibility requirements

- [--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

2.61 YEAR OF SERVICE

Adjustments to Years of Service for Eligibility Purposes

Include Exclude

The following adjustments to Years of Service for Eligibility Purposes applies to:

- | | | | |
|------|--|------|------|
| [--] | All Participants | [--] | [--] |
| [--] | Only the following Participants: _____ | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan excluded | [--] | [--] |
| [--] | Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date | [--] | [--] |
| [--] | Other Adjustments to Years of Service for Eligibility: | | |
| | Include: _____ | [--] | [--] |
| | Exclude: _____ | [--] | [--] |

Adjustments to Years of Service for Vesting Purposes

The following adjustments to Years of Service for Vesting Purposes applies to:

- | | | | |
|------|---|------|------|
| [--] | All Participants | | |
| [--] | Only the following Participants: _____ | | |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |

[--]	Service Before the Effective Date of this amended and restated Plan included	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan excluded	[--]	[--]
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date	[--]	[--]
[--]	Other Adjustments to Years of Service for Vesting:		
	Include: _____	[--]	[--]
	Exclude: _____	[--]	[--]

3.01 **PARTICIPATION ELIGIBILITY**

Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Employee Contributions: _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Basic Contributions _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

- [--] All Participants

- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Discretionary Contributions _____
(Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Matching Contributions

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Matching Contributions _____
(Must be based on service, age or a combination of service and age.)

3.02 PARTICIPATION UPON REEMPLOYMENT

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
- [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on _____ (describe the applicable date.)
- [--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the _____ (earlier or later) of _____ (describe the applicable date) or _____ (describe the applicable date.)
- [--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he _____ (shall or shall not) receive _____ (all or the portion described) previous Years of Service and shall become a Participant on _____ (describe the date)

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions

The following Employer Basic Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Basic Contributions
- [--] Basic Contributions equal to _____ percent (____ %) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$____) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
- [--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- [--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* _____

Basic Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Basic Contributions

- [--] No additional requirements
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* _____

Employer Discretionary Contributions

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
- [--] Pro-Rata Based on Compensation
- [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
- [--] Fixed Dollar Formula
- [--] Each Participant shall be credited with an equal dollar amount
- [--] Discretionary Contributions allocated based on Points
- [--] Discretionary Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
- [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): _____

- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Discretionary Contribution remittance period (*Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.*) _____

Eligibility Requirements for Discretionary Contributions

- [--] No additional requirements [**Must elect if paid on less than annual basis**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions (*Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.*): _____

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

The following Employer Matching Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.

- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (____%) of the next _____ percent (____%) so contributed and _____ percent (____%) of the next _____ percent (____%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.
- [--] Matching Contributions equal to _____ percent (____%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- [--] Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- [--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other remittance period for Matching Contributions: _____ (must be at least annual)

Employer Matching Contribution Eligibility Requirements

- [--] No requirements [**Must elect if made more frequently than annually**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS

The following _____ shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____

Describe allocation between this Plan and the other plan: _____

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	Less than ____ () years	0 %
	____ () years or more	100 %

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years or more	____ %

Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years or more	____ %
	Less than ____ () years	0 %
	____ () years or more	100 %

Vesting for Employer Matching Contribution

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).)

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years or more	_____ %
	Less than _____ () years	0 %
	_____ () years or more	100 %

2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works _____ Hour(s) of Service during a _____ shall be credited with _____ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: _____ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- [--] Distributions may be made in one lump sum only
- [--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- [--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
- [--] The maximum length of the installment period shall be: _____ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
- [--] The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
- [--] In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$_____.
- [--] Annuities:
- [--] 1. Any form of annuity
- [--] 2. Only the following forms of annuity (select one or more):
- [--] a. Straight life annuity
- [--] b. Life and 5 years certain
- [--] c. Life and 10 years certain
- [--] d. Life and 15 years certain
- [--] e. Life and 20 years certain
- [--] f. Straight life with reduction upon receipt of Social Security benefits
- [--] g. Joint and 50% survivor annuity
- [--] h. Joint and 66 2/3% survivor annuity
- [--] i. Joint and 75% survivor annuity
- [--] j. Joint and 100% survivor annuity
- [--] Annuity options are available only to Participants who have attained age: _____ (specify).
- [--] Annuity options are available only to Participants who have completed _____ (specify) Years of Service.
- [--] Joint Annuity may be:
- [--] Spouse only
- [--] No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--] cash only (except for insurance or annuity contracts)
- [--] cash or property

SUPERSEDING PROVISIONS ADDENDUM

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

Memorandum of Intergovernmental and Interagency Agreement

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. § 36-69-1 *et seq.*, the following offices, agencies and governing bodies (hereinafter referred to as "entities") enter into this intergovernmental agreement to operate the **Ocmulgee Drug Task Force** (hereinafter referred to as "**ODTF**"). This agreement establishes a mutual aid law enforcement capability among the participating law enforcement agencies, county governing authorities, municipal corporations and district attorneys enumerated herein in order to prevent and detect drug related crimes. The ODTF operates by and through the consent of the participating agencies and local governing bodies listed below.

Baldwin County Sheriff's Office

District Attorney of the Middle Judicial Circuit

Washington County Sheriff's Office

District Attorney of the Ocmulgee Judicial Circuit

Wilkinson County Sheriff's Office

District Attorney of the Dublin Judicial Circuit

Twiggs County Sheriff's Office

Laurens County Sheriff's Office

Johnson County Sheriff's Office

Jefferson County Sheriff's Office

Hancock County Sheriff's Office

City of Eatonton

City of Ivey

City of Gordon

City of McIntyre

City of Wrightsville

Georgia Department of Corrections

The entities identified above enter into this intergovernmental agreement pursuant to the following particulars.

PURPOSE, the ODTF entities seek to rid their communities of illicit drugs and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and also investigate mid to upper level drug

dealers and their entire operations with emphases on developing multi-defendant conspiracy cases.

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the **Middle, Ocmulgee, and Dublin Judicial Circuit along with the U.S. Attorney's Office** through the parameters of this mutual aid agreement as authorized under O.C.G.A. § 36-69-1 *et seq.*; and

WHEREAS, the entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as "Byrne-JAG") in order to further this collaborative effort; and,

NOW BE IT KNOWN, the entities of this intergovernmental agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the agreement.

This intergovernmental agreement shall become valid upon the effective date of Byrne-JAG funding in **2022** and shall be active through the end of the grant period. The entities shall re-examine the extent and need of this agreement and the roles of its participants at the expiration of the grant period. This Intergovernmental Agreement can be amended, revised, or otherwise renewed upon agreement of the entities.

A. ASSIGNMENT OF PERSONNEL

- 1.) The entities assign personnel to the ODTF as follows:
 - a.) Baldwin County Sheriff's Office assigns 2 deputies
 - b.) Baldwin County Board of Director assigns 1 Administrative Assistant
 - c.) Washington County Sheriff's Office assigns 1 deputy
 - d.) Twiggs County Sheriff's Office assigns 1 deputy
 - e.) Laurens County Sheriff's Office assigns 2 deputies
 - f.) Johnson County Sheriff's Office assigns __
 - g.) Jefferson County Sheriff's Office assigns __
 - h.) Hancock County Sheriff's Office assigns __
 - i.) Georgia Department of Corrections assigns 1 agent
- 2.) Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the entities as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically

stated otherwise in this intergovernmental agreement. Personnel assigned to the ODTF by one of the entities shall not be considered temporary or permanent employees, volunteers or agents of the ODTF or of any other entities for any purpose whatsoever, including liability, or be entitled to any rights or benefits of another entity, whether deputized or not by such other entity.

- 3.) The entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their employees assigned to the ODTF.
- 4.) If deputized by one or more sheriffs participating in the agreement, the employees and agents of responding entities shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this intergovernmental agreement.

B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS

Each county governing authority and municipal corporation agrees to the following regarding expenses associated with personnel assigned to the ODTF.

- 1.) The governing authority of Baldwin County (hereinafter "Fiscal Agent") will serve as the applicant recipient and fiscal agent of Byrne-JAG funding on behalf of the participating county governing authorities and municipal corporations.
- 2.) As the recipient of Byrne-JAG funding, the Ocmulgee Drug Task Force will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for grant each award.
- 3.) Each participating county governing authority or municipal corporation who have personnel assigned will fund that person's initial costs of the detached personnel. (See Section A of this intergovernmental agreement)
- 4.) As the ODTF is not a separate legal entity, no property, equipment, or vehicles shall be titled in the name of the ODTF. All property purchased with local funds appropriated by the county governing authority or Municipal Corporation on behalf of the ODTF shall be titled in the name of the local governing authority having financial interest in such property. The use of such property shall be consistent with the

requirements of this intergovernmental agreement.

- 5.) The records, accounts, documents, etc., of the Fiscal Agent relating to the ODTF shall be open for inspection or audit by all entities of this agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the ODTF Board as requested.

C. ODTF OPERATING COMMITTEE

- 1.) The ODTF shall be administered by the ODTF Board. Each participating sheriff and chief of police, or their designee, shall serve as members of the board. The District Attorneys from each Judicial Circuit will also serve as members of the board. The board will select from its participating law enforcement agencies a chairman to conduct meetings. The members of the board may also select other officers as deemed appropriate.
- 2.) The board shall meet regularly as needed. A quorum shall be established by the board and official votes of the board may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the board must be taken and retained.
- 3.) The board shall adopt policies and procedures to ensure that the work of the ODTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the ODTF and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under ODTF policy.
- 4.) ODTF operations will be supported through the use of Byrne-JAG funding, appropriations from local governing authorities and the State of Georgia, funding acquired through the Federal Equitable Sharing Program, funding acquired by participating law enforcement entities through the Georgia Uniform Civil Forfeiture Procedure Act and from other sources as authorized under State and Federal law. Upon the seizure and condemnation of property or funds seized through ODTF activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the ODTF, the Chairman of the Ocmulgee Drug Task Force with the consent of the board shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.

- 5.) The board shall approve or amend the ODTF's annual operating budget, as necessary. Within the fiscal limits of said budget, the board may authorize expenditures for acquisition of equipment, supplies, goods services, or other commodities necessary for ODTF operation. Any such purchases with funds appropriated by county governing authorities or municipal corporations shall be titled in the name of the local entity responsible for the purpose of such property. The entities may enter into amendments to this intergovernmental agreement or separate agreements regarding the use of such property.

D. INSURANCE AND LIABILITY

- 1.) Each county governing authority or municipal corporation shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of all its sheriff's office or police department personnel participating on the ODTF. This insurance policy shall defend and indemnify the county governing authority or municipal corporation and all its assigned law enforcement personnel assigned to the ODTF. The policy must also defend and indemnify the elected officials, officers, agents, volunteers and employees for any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, arising directly or indirectly from any act or omission of their officials, officers, employees, agents and/or volunteers.
- 2.) Unless otherwise expressly agreed, each county governing authority or municipal corporation shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating law enforcement agencies operating under ODTF policies even where assigned officers are deputized by one or more sheriffs.
- 3.) Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers, and employees, whether deputized or otherwise. The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.
- 4.) Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

- 5.) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 6.) Any excess or uninsured liability shall be borne proportionately by the county governing authority or Municipal Corporation in accordance with their law enforcement entity's role in the events leading to such liability. This does not include the liability of any individual officer, employee, or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.) Each county governing authority or municipal corporation shall be responsible for providing insurance coverage for injuries or death to its individual personnel. Each local governing authority will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement entity while they are assigned to the ODTF or are otherwise participating in or assisting with ODTF operations or activities. Each local governing authority waives the right to, and agrees that it will not bring any claim or suit against any other local governing authority for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with ODTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.
- 8.) Each local governing authority shall be responsible for damages to or loss of its own equipment. Each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with ODTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the ODTF by its law enforcement entity.

E. COOPERATION OF JURISDICTIONS

The sheriffs, county governing authorities, chief of police, and municipal corporations shall cooperate and use their best efforts to ensure that the various provisions of the agreement are fulfilled. All entities of this agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this

Agreement and applicable law.

F. MISCELLANEOUS

- 1.) Should a court of competent jurisdiction rule any portion, section or subsection of this intergovernmental agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
- 2.) All entities of this agreement agree that the undersigned official is authorized by the governing bodies of each participating jurisdiction to sign this agreement, and, by affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the governing body of his or her jurisdiction.
- 3.) This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file with the governing authority serving as the Fiscal Agent of the Byrne-JAG Grant funding.

The Task Force shall administrate the use of funds, both Federal and Matching. It shall be the duty of the Task Force Commander to comply with the Criminal Justice Coordinating Council's mandates for documentation. Task Force funds will be deposited into a minimum of three accounts, one of which will contain operating funds or cash match, the second of which will contain proceeds from state forfeited funds and the third federal forfeited funds. Accounts containing operating funds and forfeited funds shall be multiple signature accounts. The task force will maintain an interest-bearing Escrow Account for all funds seized that have not been forfeited. Annually, the Task Force finances shall be audited by a CPA firm selected by the Baldwin County Board of Commissioners. Members of the Control Group may audit all accounts on a quarterly basis.

The following is a breakdown of matching funds by member agency, which shall be contributed to comprise the total of matching funds for period beginning **January 1, 2022**.

Baldwin County	In kind contribution of Building, Utilities and Maintenance; gasoline and for 2 agents, 1 Supervisor and Administrative Assistant
City of Eatonton	5,000.00
Wilkinson County	6,000.00
City of Ivey	1,000.00
Washington County	7,500.00
City of Gordon	3,000.00
McIntyre PD	3,000.00
Twiggs County	5,000.00
Laurens County	10,000.00
Johnson County	3,250.00
City of Wrightsville	3,250.00
Jefferson County	7,000.00
Hancock County	5,000.00
TOTAL	\$59,000.00

This memorandum is hereby agreed to by the following attached signatories who also agree that the memorandum is subject to revision as deemed appropriate by same.