

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2016

On this the 8th day of March 2016, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Richard Morrison - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- James Patterson - Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 22, 2015, the Court heard and approved the budget for the year 2016 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Texas A&M AgriLife Extension Accounting Unit: 100665100

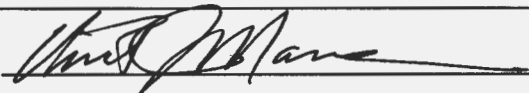
TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	63000	\$ 19,800
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO:		\$ 19,800

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Non-Departmental Contingency	100409100-66500	\$ 19,800
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM:		\$ 19,800

EXPLANATION: Funds needed to cover agents' salaries (shortage) as indicated in signed MOA between Fort Bend County and Texas A&M AgriLife Extension. The budget for 2016 was submitted before the COLA increase was applied--which is applied in the salaries listed on page 3 of the MOA. *Transferring funds from Contingency into Fees as requested by Budget Analyst.

Department Head:  Date: 24-Feb-16

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

	GL Transfer
	AC Transfer

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND TEXAS A&M AGRILIFE EXTENSION SERVICE
OF THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS**

WHEREAS, after making a careful study and giving due consideration it has been determined that a Texas A&M AgriLife Extension Service Agent staffing plan charged with developing and conducting educational programs in all phases of agriculture, family and consumer sciences, 4-H and youth, and economic development ("the Project") could effectively and efficiently serve the County of Fort Bend; and

WHEREAS, Texas A&M AgriLife Extension Service, hereafter referred to as Texas AgriLife, wishes to join in and cooperate with the County of Fort Bend in furtherance of the Project, now therefore it is agreed that:

1. The Commissioners' Court of Fort Bend County, Texas will:

- a) Appropriate annually to Texas AgriLife a sum of money as specified in the attached budget in furtherance of the Project, to be allocated for salary and fringe benefits as set forth by federal and state law.
- b) Pay to Texas AgriLife this sum of money, said funds to be disbursed and accounted for by Texas AgriLife.
- c) Advance an amount equal to one fourth (1/4) of such funds to Texas AgriLife within fifteen (15) days after execution of this agreement for the three months ended December 31; and subsequent payments (1/4 of such funds) within fifteen days of the beginning of each three month period through September 30.
- d) Increase annual salary support at a rate comparable to the increase provided to Fort Bend County employees.
- e) Furnish office space, facilities, equipment, vehicles, administrative/office personnel, travel, postage and other operating expenses for the proper support of the Texas AgriLife agents and the Project.

2. Texas AgriLife will:

- a) Disburse the funds made available for these positions and make proper accounting thereof;
- b) Make available other resources as normally provided to other county Texas AgriLife agents such as publications and other designated materials and supplies.
- c) Administer and account for a system whereby Texas AgriLife employees shall be subject only to Texas A&M University System policies regarding vacation, sick time, holidays, compensatory time and all other types of leave and absences.


3. It is mutually agreed between all parties that:


- a) The attached budget will be a part of this Agreement and it may be amended as the occasion warrants and upon the consent of all parties. This budget in no way alters the objectives and goals set forth in this agreement.
- b) The agents shall be Texas AgriLife employees and will be required to adhere to all Fort Bend County and Texas A&M University System policies, procedures, and guidelines except as otherwise noted in this agreement.
- c) Texas AgriLife assumes all legal and financial responsibility for the activities of AgriLife's employees including, but not limited to, the operation of motor vehicles. .

- d) All vehicles in use currently on this Project are owned by Ft. Bend County, but at some time, AgriLife owned vehicles may be used in furtherance of this Project. In the event of liability resulting from the operation of a motor vehicle, any property damage or personal injury claims from the collision will be, to the extent permitted by Texas law, the responsibility of the employer of the driver in the collision, regardless of the ownership of the vehicle Texas AgriLife will recruit and select persons with the proper training and qualifications to fill both, Texas AgriLife Extension Agent positions and Fort Bend County employee positions for the Project and will make its recommendation to the Fort Bend County Commissioners' Court.
- e) The primary assignment of the Texas AgriLife Extension Agents shall be to plan, develop, and conduct educational programs in their respective subject matter fields of agriculture, family and consumer sciences, 4-H and youth development, and economic development; prepare mass media information, conduct training meetings, workshops, clinics and short courses to assist the residents of Fort Bend County.
- f) Supervision of the Project shall be through the Texas AgriLife Extension Director to be housed in Fort Bend County and the appropriate District Extension Administrator.
- g) The Texas AgriLife County Extension Director shall have supervisory authority over all Fort Bend County employees assigned to the Project, including but not limited to hiring, training, duty assignments, scheduling, performance appraisals and discipline if required. However, any disciplinary action of demotion, suspension or termination for Fort Bend County employees assigned to the Project shall require prior approval from the Fort Bend County Director of Human Resources.
- h) This agreement may be terminated by either of the parties on September 30 of any year provided a written notice to that effect is given no less than 90 days prior to that date.
- i) Funds not expended for the purpose set forth in this agreement will be refunded to Fort Bend County or applied to the following quarter.

This agreement shall become effective October 1, 2015, and shall extend through the 30th day of September, 2016.

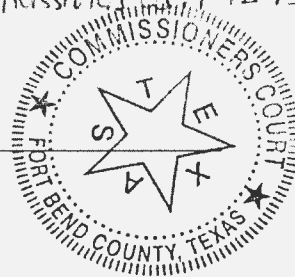
Given under our hands and seal of office on the dates shown below:


FORT BEND COUNTY

 Robert E. Hebert, County Judge Date: 1-5-2016
 Approved in Commissioners Court 12-15-15

ATTEST:

 Laura Richard, County Clerk Date: 1-5-2016

TEXAS A&M AGRILIFE EXTENSION SERVICE

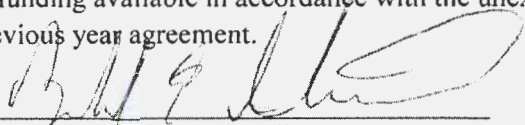
 Dr. Doug Steele, Director Date: 12/7/15



Approved As To Legal Form:

 Muegge 12/16/15
 Asst. County Clerk

Auditor's Certification

I hereby certify that funds are available in the amount of \$ 310,736 from Fort Bend County, net of funding available in accordance with the unexpended balance provision of Section 3-h of the previous year agreement.



 Ed Sturdivant, County Auditor

Fort Bend County Interlocal Agreement
October 1, 2015 - September 30, 2016
(Includes salary increase of 4.4% effective 10-1-15)
Fringe Benefits calculated at 0.30%

Positions	Name	Salaries('16)
County Extension Director	V. Mannino	42,988
4-H – CEA	J. Saenz	31,568
AG - CEA	J. Gordy	30,843
HORT - CEA	J.B. Holladay	32,120
FCS - CEA	D. Gertson	32,876
FCS - CEA	L. Hardy	31,568
CEA-UYD	A. Bosier	31,638
Subtotal Salaries		233,601
Fringe Benefits		77,135
Total		\$310,736
Less Balance Forward		
Balance Due		\$310,736

Wasicek, Cheryl

From: Bethancourt, Hopie
Sent: Wednesday, February 24, 2016 3:56 PM
To: Wasicek, Cheryl
Cc: Rodgers, Heratio; Gubbels, Pamela
Subject: FW: Budget for Agents' Salaries
Attachments: FBC-AgriLife MOA 2016.pdf

Hi Cheryl, thanks for sharing the newest contract rate with me. It looks like you are lacking \$19,800 to pay out their salaries for the remainder of the year, in account #63000. Please schedule a Transfer from Contingency so that the appropriate funds are allocated to your department.

In the past, we have always budgeted only the contract rate. During the years that that there were no COLA's that worked fine. But in the recent year's, your department is requesting transfers (for large amounts) to cover the increased costs – which we already know will change with each COLA.

So, let's do things different this upcoming year and "budget" for the increase. You can include it with your request by creating a detail line called "Proposed increase for Agent Salaries"... and the amount. Once we have moved into the Proposed Phase of the Budget, and a concrete amount is known for the COLA, or no COLA, I will be sure to change/delete from the budget accordingly.

Thank you.

From: Wasicek, Cheryl
Sent: Wednesday, February 24, 2016 12:20 PM
To: Bethancourt, Hopie
Subject: Budget for Agents' Salaries

Hopie:

As shown in the attached MOA, the agents' salaries will total \$310,736 for FY16. However, we only budgeted for \$290,936 as the budget was submitted before the 4.4% salary increase was applied. We've just received our first invoice for the first two billing periods. Please advise if there's anything on my end that I should do for this as I know we will be short of funds by the end of the fiscal year.

Also, while we normally would use the amount stated in the MOA for next year's budget, should I change anything? Or just use the \$310,736 as we would normally do?

I just don't want to run into issues down the road. Please advise. Thank you.

Cheryl W.
FBC Extension
Ext. 7016