

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

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

This Interlocal Agreement is made by and between **Fort Bend County** (“COUNTY”), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and **Texas A&M AgriLife Extension Service** (“Texas AgriLife”) state agency and an institution of higher education under the laws of the State of Texas. each eligible contracting entities under the Texas Interlocal Cooperation Act.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

**WHEREAS**, **County** and Texas AgriLife enter into this Agreement in order to continue developing and conducting educational programs in all phases of 4-H & youth development, agriculture, economic development, family & community health, and horticulture (“the Project”); programs in which the Parties are mutually interested in and which serve the County of Fort Bend; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

**NOW, THEREFORE**, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, **County** and Texas AgriLife agree to the terms and conditions stated in this Agreement.

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 ending 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 of same to the satisfaction of the County Auditor.
  - 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. This agreement is effective as of Oct. 1, 2022 and shall extend through the 30th day of Sept. 2023. The Parties acknowledge and agree that this Agreement been and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.
  - B. The attached budget is incorporated into this Agreement and it may be amended upon the consent of both parties. This budget in no way alters the objectives and goals set forth in this agreement.
  - C. 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.
  - D. Travel allotments for each agent and support staff are assigned within this agreement (Exhibit B). Agents will adhere to state rates and reimbursements based on actual receipts. The Texas A&M AgriLife Extension Director shall have authority to establish reasonable internal controls to conserve and manage travel funds including redistribution of allotments to meet overall needs of the Extension program provided that these internal controls do not result in costs that exceed the allowable amounts established by adopted County Policy.
  - E. Texas AgriLife assumes all legal and financial responsibility for the activities of their employees including, but not limited to, the operation of motor vehicles.
  - F. 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.
  - G. 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.

- H. 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 4-H & youth development, agriculture, economic development, family & community health, and horticulture; prepare mass media information, conduct training meetings, workshops, clinics, and short courses to assist the residents of Fort Bend County.
- I. 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 and/or Urban Program Leader.
- J. 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.
- K. The Parties agree that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other.
- L. This agreement may be renewed by written Agreement executed by both Parties.
- M. Funds not expended for the purpose set forth in this agreement will be refunded to Fort Bend County or applied to the following quarter; at County's sole option.
- N. Notice

County : Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, TX 77469

Texas AgriLife: Texas A&M AgriLife Extension Service  
Attn: Donna Alexander  
2147 TAMU  
College Station, TX 77843-2147

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

**FORT BEND COUNTY**

**TEXAS A&M  
AGRILIFE EXTENSION SERVICE**

\_\_\_\_\_  
KP George, County Judge

DocuSigned by:  
*Dr. Rick Avery*  
A8485A64627947D...  
\_\_\_\_\_  
Dr. Rick Avery

\_\_\_\_\_  
Date

October 7, 2022 | 5:07 PM CDT  
\_\_\_\_\_  
DATE

ATTEST:

LF 10227/22  
M05000056  


\_\_\_\_\_  
Laura Richard, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ sufficient to accomplish and pay the obligations of Fort Bend County under this Agreement.

\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

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**Fort Bend County Interlocal Agreement**  
**October 1, 2022 - September 30, 2023 (FY'23)**  
**Exhibit A**

<b>Exhibit A</b>		
<b>Positions</b>	<b>FY'22 Salaries</b>	<b>FY'23 Salaries + 4% increase</b>
County Extension Director	49,086	51,049
4-H-CEA	37,738	39,248
AG-CEA	35,214	36,623
HORT-CEA	38,399	39,935
FCS/BLT-CEA	39,302	40,874
FCS-CEA	37,736	39,245
CEA-UYD	37,821	39,334
Subtotal Salaries	<b>275,296</b>	<b>286,308</b>
<b>Benefits</b>		<b>106,247</b>
Federal Payroll Taxes (FICA & Medicare) (federal rate) 7.63%		
State Retirement- TRS (state mandated rate) 7.50%		
State Retirement- ORP (state mandates rate) 8.50%		
Group Insurance varies depending on coverage selected by employee- based on TAMU System policy rates	<b>99,913</b>	
WCI 0.25%		
UCI 0.21%		
State Longevity varies by employee- state mandates rates based on state service		
Accrued compensable leave 1.10%		
<b>Total</b>	<b>375,209</b>	<b>392,555</b>
<b>Less Estimate Balance Due</b>	14,930	82,093
<b>Balance Due</b>	<b>360,279</b>	<b>310,462</b>

**Fort Bend County Interlocal Agreement  
October 1, 2022 - September 30, 2023 (FY'23)  
Exhibit B**

<b>Positions</b>	<b>FY'23 Travel * (amount not to exceed)</b>
County Extension Director	\$ 2,100
4-H-CEA	\$ 2,500
AG-CEA	\$ 1,500
HORT-CEA	\$ 1,500
FCS/BLT-CEA	\$ 1,500
FCS-CEA	\$ 1,500
CEA-UYD	\$ 1,500
Subtotal Travel	\$12,100
Travel Funds reserved for County Support Staff	\$ 400
<b>Total Travel Paid by Fort Bend County</b>	<b>\$12,500</b>

**\*Based on state rates and reimbursements by receipts only.** The County Director may establish internal controls as reasonable efforts to conserve and manage travel funds. Travel allocations can be redistributed among positions at the discretion of the County Director to meet various needs of overall programming provided costs do not exceed adopted County policies.