

STATE OF TEXAS §

§ KNOWN TO 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** (“Extension”), an agency of the State of Texas and a member of The Texas A&M University System, each eligible contracting entities under the Texas Interlocal Cooperation Act (the “Agreement”).

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 Extension 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 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 Extension agree to the terms and conditions stated in this Agreement.

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

- a) Appropriate annually to Extension 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 Extension this sum of money, said funds to be disbursed and accounted for by Extension.
- c) Advance an amount equal to one fourth (1/4) of such funds to Extension 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 Extension agents and the Project.

2. Extension 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 Extension agents such as publications and other designated materials and supplies.
- c) Administer and account for a system whereby Extension 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 October 1, 2024 and shall extend through the 30th day of September 2025 (the "Term"). The Parties acknowledge and agree that this Agreement has 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 Extension 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 Service 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) Extension assumes all legal and financial responsibility for the activities of their employees during the course and scope of their employment under this Agreement, including, but not limited to, the operation of motor vehicles. COUNTY assumes all legal and financial responsibility of their employees during the course and scope of their employment under this Agreement, including, the operation of motor vehicles.
- f) All vehicles in use currently on this Project are owned by Ft. Bend County, but at some time, Extension 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) Extension will recruit and select persons with the proper training and qualifications to fill both 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 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 County Extension Director to be housed in Fort Bend County and the appropriate District Extension Administrator and/or Urban Program Leader.

- j) The 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

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

{SIGNATURE PAGE FOLLOWS}

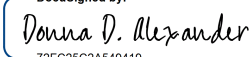
Given under our hands and seal of office on the dates shown below:

FORT BEND COUNTY

KP George, County Judge

Date

**TEXAS A&M
AGRILIFE EXTENSION SERVICE**

DocuSigned by:

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Signature Donna D. Alexander
Assistant Agency Director, CFO

Printed Name
September 25, 2024 | 8:53 AM PDT

Date

ATTEST:

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, 2024 - September 30, 2025 (FY'25)

Exhibit A		
Positions	FY'25 Salaries	FY'25 Salaries + 4% increase
County Extension Director	53,091	55,215
4-H-CEA	41,691	43,359
AG-CEA	38,088	38,088
HORT-CEA	41,532	41,532
FCS/BLT-CEA	41,691	43,359
FCS-CEA	40,815	42,448
UYD-CEA	40,815	42,448
Subtotal Salaries	297,723	306,449
Benefits Federal Payroll Taxes (FICA & Medicare) 7.63% (federal rate) State Retirement- TRS 7.50% (state mandated rate) State Retirement- ORP 8.50% (state mandates rate) Group Insurance varies depending on coverage selected by employee- based on TAMU System policy rates WCI 0.25% UCI 0.21% State Longevity varies by employee- state mandates rates based on state service Accrued compensable leave 1.10%	82,061	87,953
Total	379,784	394,402
Less Estimate Balance Due	(38,302)	(38,302)
Balance Due	\$341,482	356,101

**Fort Bend County Interlocal Agreement
October 1, 2024 - September 30, 2025 (FY'25)
Exhibit B**

Positions	FY'25 Travel * (amount not to exceed)
County Extension Director	\$ 3,100
FCH-CEA	\$ 1,700
CEA-UYD	\$ 1,700
HORT-CEA	\$ 1,700
4-H-CEA	\$ 2,800
AG-CEA	\$ 1,700
FCH/BLT-CEA	\$ 1,700
Subtotal Travel	\$14,400
Travel Funds reserved for County Support Staff	\$ 490
Total Travel Paid by Fort Bend County	\$14,890

*** 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.**