

FORT BEND COUNTY FY 2010  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/2/09	Submitted By: Ed Sturdivant
Court Agenda Date: 10/13/09	Department: Auditor's Office
	Phone Number: 281-341-3769

**SUMMARY OF ITEM:**

Execute Memorandum of Agreement for Fiscal year 2010 with Texas Cooperative Extension for Supplemental pay to Extension Agents.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: 2010 Memorandum of Agreement

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit:100665100 Account Number: 63000  
 Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Extension, Fees

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

TI-604 orig. ret. to melody at Extension Office

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF FORT BEND  
AND TEXAS 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 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 could effectively and efficiently serve the County of Fort Bend; and

WHEREAS, Texas AgriLife Extension Service, hereafter referred to as Texas AgriLife, wishes to join in and cooperate with the County of Fort Bend in furtherance of this 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 this 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, secretarial/office assistance, travel, postage and other operating expenses for the proper support of the Texas AgriLife agents.

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 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 will recruit and select persons with the proper training and qualifications to fill the positions and will make its recommendation to the Fort Bend County Commissioners' Court.

(d) 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.


(e) 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.

(f) 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.

(g) Funds not expended for the purpose set forth in this agreement will be refunded to Fort Bend County or applied to the following quarter.

Fort Bend County Auditor's Certification

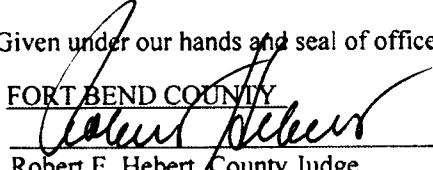
I hereby certify that funds are available in the amount of \$215,050.<sup>00</sup> from Fort Bend County, less funding available in accordance with the unexpended balance provision of Section 3g of the previous year agreement.

  
Ed Sturdivant, County Auditor


This agreement shall become effective October 1, 2009, and shall extend through the 30<sup>th</sup> day of September, 2010. This agreement shall be automatically renewable annually. This agreement shall be subject to termination by any party upon thirty (30) days written notice.

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

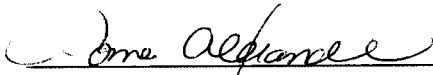
FORT BEND COUNTY

 Date: 10/13/09  
Robert E. Hebert, County Judge

ATEST

 Date: 10-13-09  
Dianne Wilson, County Clerk

TEXAS AGRILIFE EXTENSION SERVICE

 Date: 10-29-09  
Diane Gilliland, Asst. Director

RECORDED ON 11-6-09  
IN THE COMMISSIONER COURT  
MINUTES OF 10-13-09

**Fort Bend County Interlocal Agreement  
October 1, 2009 - September 30, 2010**

	<u>Salaries</u>
County Extension Director	\$37,278
4-H - CEA	\$28,508
4-H UYD - CEA	\$28,508
AG - CEA	\$28,508
FCS - CEA	\$28,508
FCS - CEA	\$28,508
HORT - CEA	\$28,508
Subtotal Salaries	<u>\$208,326</u>
Fringe Benefits	<u>\$57,075</u>
Total	\$265,401
Less Balance Forward	<u>\$50,350</u>
<b>Balance Due</b>	<b><u><u>\$215,050</u></u></b>