

1402 Band Road, Suite 100
Rosenberg, TX 77471- 8678
Ph. (281) 342-3034, ext. 7038
Fax (281) 633-7000
Email: vmannino@ag.tamu.edu



December 15, 2015

Michelle T. Rangel
General Counsel Division Chief
Fort Bend County Attorney's Office
Telephone No. 281-341-4555
Fax No. 281-341-4557
Michelle.Rangel@fortbendcountytexas.gov

Hello Ms. Rangel,

I received in yesterday's U.S. mail our partially executed MOA between Fort Bend County and Texas A&M AgriLife Extension Service signed by Dr. Steele, our Agency Director.

It appears the MOA is now ready for Mr. Sturdivant's signature, followed by Judge Hebert's signature upon FBC Commissioners' Court approval. Finally, to be signed by our Clerk of Court and then sent to Texas A&M System's Tanya Gamez for final processing purposes.

If questions arise please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Vince Mannino", written over a horizontal line.

Vincent J. Mannino,
County Extension Director – Fort Bend

RECEIVED

DEC 16 2015

COUNTY ATTORNEY



TEXAS A&M SYSTEM
**Sponsored Research
Services**

December 10, 2015

County Extension – Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471-8678

Attn: Vincent Mannino

Subject: Memorandum of Agreement

Dear Mr. Mannino,

Enclosed please find the partially executed copy of the Memorandum of Agreement between Fort Bend County and Texas A&M AgriLife Extension Service.

Please obtain signature from the appropriate signatory authority at Fort Bend County and have a copy of the fully executed agreement sent to me either by email or standard mail at the address below.

If you have any questions regarding this agreement please contact me at:

Tanya Gamez
Contract Negotiator II
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845-4375
Tel: (979) 845-6273
tgamez@tamu.edu

Sincerely,


Tanya Gamez

**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.

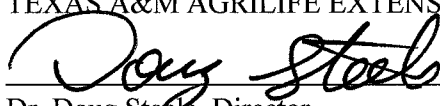
Given under our hands and seal of office on the dates shown below:

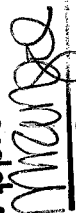
FORT BEND COUNTY

 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

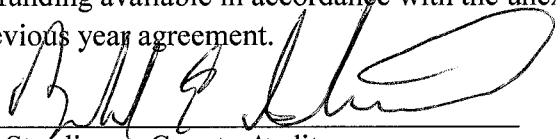


TEXAS A&M AGRILIFE EXTENSION SERVICE

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

Approved As To Legal Form:
 12/16/15
 Asst. County Atty.

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