

**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 their 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) Funds not expended for the purpose set forth in this agreement will be refunded to Fort Bend County or applied to the following quarter.

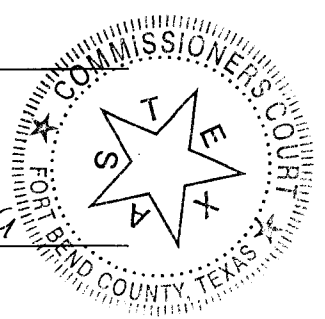
This agreement shall become effective October 1, 2019, and shall extend through the 30th day of September, 2020.

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

**FORT BEND COUNTY**

*K.P. George* Date: 11-5-2019  
 K.P. George, County Judge

ATTEST:  
*Laura Richard* Date: 11-05-2019  
 Laura Richard, County Clerk



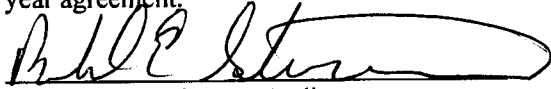
**TEXAS A&M AGRILIFE EXTENSION SERVICE**

*Dr. Jeff Hyde* Date: 9/18/19  
 Dr. Jeff Hyde, Director



### Auditor's Certification

I hereby certify that funds are available in the amount of \$317,261 from Fort Bend County, net of funding available in accordance with the unexpended balance provision of Section 3-j of the previous year agreement.

  
 Ed Sturdivant, County Auditor

### Fort Bend County Interlocal Agreement October 1, 2019 - September 30, 2020

Positions	FY'20 Salaries
County Extension Director	49,086
4-H-CEA	36,044
AG-CEA	35,214
HORT-CEA	36,675
FCS-CEA	37,538
FCS-CEA	36,042
CEA-UYD	36,123
Subtotal Salaries	266,722
Fringe Benefits	95,401
<b>Total</b>	<b>362,123</b>
Less Estimated Residual Balance from FY2019	-44,862
<b>Balance Due</b>	<b>317,261</b>





**COUNTY ATTORNEY**  
Fort Bend County, Texas

**ROY L. CORDES, Jr.**  
County Attorney

(281) 341-4555  
Fax (281) 341-4557

**REVIEW FORM**

On September 10, 2019, the County Attorney's Office reviewed the following:

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**Comments:**    **Approved as to legal form.**

*Michelle Turner*

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Michelle L. Turner  
General Counsel Division Chief