

**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) the amount shown for salaries 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. Travel shall be by reimbursement by Fort Bend County in accordance with the County Travel policy attached and incorporated as Exhibit B.
- 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 in amounts not to exceed those shown in Exhibit A unless modified by an Amendment to this Agreement signed by both parties. Travel expenses will be provided by Fort Bend County as long as they do not exceed the amounts listed in Exhibit A and the travel expenses comply with the Fort Bend County Travel Policy attached and incorporated as Exhibit B to this Agreement.

2. Texas AgriLife will:

- a) Disburse the funds made available for these positions and make proper accounting thereof 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) Ensure and document that the Texas AgriLife Extension Agents perform their primary assignment which is 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.

- d) 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, except as required herein.

3. It is mutually agreed between all parties that:

- a) The attached budget will be a part of this Agreement and is attached and incorporated as Exhibit A. Any amendments to the budget or the Agreement are only effective when approved in advance and signed by the Parties in a written amendment to 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) 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) The Agreement is effective as of October 1, 2020 and shall terminate September 30, 2021 but may be renewed by written agreement between the Parties.
- 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, at County's sole discretion.

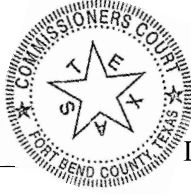
This agreement shall become effective October 1, 2020, and shall extend through the 30th day of September, 2021.

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

**FORT BEND COUNTY**

  
County Judge KP George  
Date: 11-3-2020  
K.P. George, County Judge

**ATTEST**   
Date: 11-3-2020  
Laura F. Richard, County Clerk



**TEXAS A&M AGRILIFE EXTENSION SERVICE**

DocuSigned by:  
  
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Date: 10/23/2020  
Dr. Jeff Hyde, Director



**Auditor's Certification**

I hereby certify that funds are available in the amount of \$335,637 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, 2020 - September 30, 2021 (FY'21)**

<b>Exhibit A</b>	
<b>Positions</b>	<b>FY'20Salaries</b>
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	<b>266,722</b>
<b>Benefits</b>	
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	<b>94,896</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>361,618</b>
<b>Less Estimate Balance Due</b>	-25,981
<b>Balance Due</b>	<b>335,637</b>

<b>ADDENDUM – Exhibit B</b>	
<b>Positions</b>	<b>FY'20 Travel (amount not to exceed)</b>
County Extension Director	\$1,596
4-H-CEA	\$3,000
AG-CEA	\$1,700
HORT-CEA	\$1,700
FCS-CEA	\$1,700
FCS-CEA	\$1,700
CEA-UYD	\$1,700
Subtotal Travel	\$13,096
Travel Funds reserved for County Support Staff	\$500
<b>Total Travel Paid by Fort Bend County</b>	<b>\$13,596</b>