Cooperative Agreement
Between
Texas A&M AgriLife Extension Service and Burnet County

This Cooperative Agreement ("Agreement") between Burnet County ("County") and Texas A&M AgriLife Extension Service ("AgriLife Extension"), for the purpose of establishing a partnership between the county government representing the citizens of Texas residing in said county and AgriLife Extension.

Whereas, Chapter 43 of the Texas Agriculture Code authorizes and enables Texas counties, through their commissioners court, to employ any means as appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A&M AgriLife Extension Service, a member of the Texas A&M University System and Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) authorizes agreements for services between a state agency and a county;

Whereas, the County has carefully analyzed the need for continuing cooperative demonstration work in agriculture and other continuing education programs and services for the citizens of Burnet County, it has been determined that a Texas A&M AgriLife Extension Service staffing and budget plan designed to develop and conduct educational programs in all phases of agriculture, family and consumer sciences, 4-H and youth, and economic development can effectively and efficiently serve the County of Burnet; and

Whereas, AgriLife Extension wishes to join in and cooperate with the County in furtherance of a County Extension Program.

Now therefore, County and AgriLife Extension agree as follows:

1. This Agreement is to be for the period beginning September 1, 2026 and ending August 31, 2031. AgriLife Extension and the County have had a long-standing relationship concerning extension educational work; therefore, this Agreement shall automatically renew annually, until terminated as provided in Paragraph 13 below, with the understanding that all terms and conditions remain unchanged unless this Agreement is specifically amended by mutual consent of the parties, documented in writing and signed by an authorized representative of each party.

2. The County through the Commissioners Court of Burnet County, Texas will annually allocate an amount of funds determined through the County's annual budgeting process in furtherance of the County Extension Program and the Extension county office. Allocations may provide county support of Extension agent salaries or other county support staff, and associated fringe benefits as required by federal and state law, telephone and internet service, office equipment, supplies, travel expenses, staff in-service training, etc. This Agreement does not require the payment of any funds to AgriLife Extension. The County will disburse funds to employees through the processes set forth in county procedures.

The County will provide adequate office space, furnishings, equipment, travel and other operating expenses for the proper support of the faculty, support staff, and the County Extension Program. AgriLife Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this agreement. Either party may allow the employee to utilize vehicles for travel within mission and scope. The owner of the vehicle is responsible for vehicle repairs. Each party shall maintain separate ownership and control over any property purchased or used in the performance of this cooperative Agreement.

3. The County will annually review the salary support provided to County Extension Agents and may provide for salary increases comparable to those provided to Burnet County employees through the processes set forth by county procedures.

4. AgriLife Extension will provide and administer Extension educational work within Burnet County which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Planning, developing and conducting educational activities and programs in areas of agriculture, family and consumer sciences, 4-H youth development, and community development are part of the extension educational work, and expenses for such are acceptable for reimbursement from the operating budget provided by the County. This includes the preparation of mass media information, conducting training meetings, workshops, clinics, short courses, and technical support to assist the residents of Burnet County.

5. AgriLife Extension will make available resources as normally provided to other AgriLife Extension county agents such as specialists' expertise, publications, and other materials and supplies.

6. Routine management and supervision of the County Extension Office shall be through a County Coordinator, herein after referred to as Coordinator, appointed by AgriLife Extension. The Coordinator shall serve as the agency liaison/department head for Burnet County, and shall be housed in Burnet County.

7. Overall supervision of the Burnet County Extension Program shall be by the District Extension Administrator, appointed by AgriLife Extension. The County Extension Program shall also be accountable to the Burnet County Commissioners Court by providing periodic special and annual reports of activities and accomplishments.

8. The Coordinator, with the advice and consent of the District Extension Administrator shall coordinate all extension educational work; and supervise the operating budget, and the support staff.

a. The Coordinator shall manage the operating budget in accordance with county fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in

accordance with county procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

b. The Coordinator shall manage and administer county-provided equipment in accordance with Burnet County policies and procedures.

c. The Coordinator shall supervise the support staff employed by the County and assigned to the County Extension Program in accordance with county personnel policies and procedures. Such supervision authority includes, but is not limited to, hiring, training, duty assignments, scheduling, performance evaluation, and discipline subject to county policy. Recommendations for adverse personnel actions with regard to county employees will be coordinated with the Commissioners Court.

d. The District Extension Administrator shall supervise any staff employed directly by AgriLife Extension in accordance with AgriLife Extension policies and procedures.

9. Extension agents shall be AgriLife Extension employees and subject to all Texas A&M University System ("TAMUS") policies, procedures, and guidelines. Extension agents shall adhere to both Extension and County policies and procedures where applicable in carrying out their duties and responsibilities. Extension agents are exempt employees and therefore not subject to the overtime provisions of the Fair Labor Standards Act. AgriLife Extension provides access to health insurance and retirement benefits. Both entities shall withhold and/or contribute towards workers' compensation insurance, unemployment compensation insurance, social security benefits, and Medicare benefits proportional to the salary paid by each. Leave will be administered based on each respective entity's policies and procedures.

10. Clerical and other administrative staff provided by the County shall be Burnet County employees and subject to all Burnet County policies, procedures and guidelines. County employees shall also follow TAMUS policies and procedures where applicable in carrying out their duties and responsibilities.

11. AgriLife Extension will recruit and select County Extension Agents with the proper training and qualifications to fill vacant or new positions.

12. The annual budget, as certified by the County on the CB-5, will serve as the budget agreement and may be amended by Commissioners Court as the occasion warrants subject to availability of funds. This budget in no way alters the objectives and goals set forth in this Agreement. Upon county certification of its annual budget, a certified copy will be submitted to AgriLife Extension.

13. This Agreement may be terminated as follows:

a. Immediately by mutual agreement of the parties; or

b. By either party, without cause, upon ninety (90) days written notice to the other party notifying of its intent to terminate.

14. This Agreement contains the entire understanding of the parties regarding the subject matter herein, and supersedes all other written and oral agreements between the parties regarding the matter. This Agreement may be revised or amended by written agreement of the parties signed by an authorized representative of each party.

15. County and AgriLife Extension are both governmental entities and nothing in this Agreement waives or relinquishes the right of either to claim any exemptions, privileges, and immunities as may be provided by law.

16. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement.

Agreed and Accepted:

COUNTY OF Burnet

Signature: _____
Printed Name: Bryan Wilson
Title: County Judge
Date: September 8, 2026

TEXAS A&M AGRILIFE EXTENSION SERVICE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____