

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FIRST AMENDMENT TO AGREEMENT FOR VOCATIONAL CLASSES IN WELDING BETWEEN
WHARTON COUNTY JUNIOR COLLEGE AND FORT BEND COUNTY SHERIFF**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County Sheriff, (hereinafter "Sheriff"), a body corporate and politic under the laws of the State of Texas, and Wharton County Junior College (hereinafter "College") an institution of higher education.

WITNESSETH

WHEREAS, the parties executed and accepted that certain Agreement for Vocational Classes in Welding (hereinafter "Agreement") on or about November 27, 2017, which is attached hereto and incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to reduce the total course hours of the welding program and to reduce the total Maximum compensation amount to reflect the reduction of course hours.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties do mutually agree as follows:

1. The Maximum Compensation for the performance of Services, as described in Scope of Services, attached hereto as Exhibit "A" and incorporated fully herein for all purposes, is hereby decreased to one thousand seventy-five dollars and 00/100, (\$1,075.00) per student for a Course totaling 192 hours of Welding Classes offered at the Fort Bend County Jail.
2. College clearly understands and agrees such understanding and agreement being of the absolute essence of this Agreement, that Sheriff shall have available the total maximum sum of one thousand seventy-five dollars and 00/100, (\$1,075.00) per student for one full Course totaling 192 hours of Welding Classes offered at the Fort Bend County Jail specifically allocated to fully discharge any and all liabilities Sheriff may incur.
3. College does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that College may become entitled to and the total maximum sum that Sheriff may become liable to pay to College shall not under any conditions, circumstances, or interpretations thereof exceed one thousand seventy-five dollars

and 00/100 (\$1,075.00) per student for one full Course totaling 192 hours of Welding Classes offered at the Fort Bend County Jail.

4. In no case shall the amount paid by Sheriff for all Services under the Agreement and this First Amendment exceed the total Maximum Compensation without written amendment executed by the parties.
5. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code:** By signature below, Contractor verifies Contractor does not boycott Israel during the terms of this Agreement.
6. **Texas Government Code Section 2251.152 Acknowledgment:** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
7. **Understanding, Fair Construction.** By execution of this First Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this First Amendment and the Agreement, the provisions of this executed First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

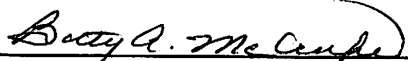
{Remainder Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2018.

FORT BEND COUNTY SHERIFF


Troy E. Nehls
Fort Bend County Sheriff

WHARTON COUNTY JUNIOR COLLEGE


Authorized Agent- Signature

Betty A. McCowan
Authorized Agent- Printed Name

President
Title

3-1-18
Date

Recorded by Commissioners Court on:

Date

Laura Richard
Fort Bend County Clerk

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services – Welding Program 2018

Related to delivery of Welding Skills courses, hereafter referred to as *Course*, by Wharton County Junior College, hereafter referred to as *College*, to individuals of the Ft. Bend County Jail, hereafter referred to as the *Jail*, at the request of the Fort Bend County Sheriff's Office, hereafter referred to as *Sheriff*.

The effective date of this agreement is January 1, 2018 or date of approval by the Fort Bend County Commissioner's Court, deferring to the latter. The expiration date of this agreement is December 31, 2018.

The College's Responsibilities

1. The College will provide Welding Skills Instruction Courses to individuals incarcerated at the Jail and selected by the Sheriff, or his representatives, to include the following topics: Flux Cored Arc Welding and Shielded Metal Arc Welding.
2. Each class topic will be 96 hours in length, four (4) days per week, for three (3) hours each session, for a total of twelve (12) hours per week. Each Course will take nine and half weeks to complete. Total contact hours for both Courses is 192 hours.
3. Course instruction will take place Monday, Tuesday, Wednesday, and Thursday each week from 9am until 12pm, unless otherwise requested by either the Sheriff or College and mutually agreed to by both parties.
4. All Courses are provided at the request of the Sheriff, who also has the right to decline Course offerings.
5. The College will provide an instructor, curriculum, and study guide for all Courses. Classroom instruction will provide competency-based learning according to Course learning outcomes assigned to individual Courses. Instruction will include assessments and progress grades.
6. The College requires a minimum of ten (10) students be enrolled in a Course for the Course to proceed; total enrollment will not exceed twelve (12) students.
7. At the conclusion of each Course, the College will provide students who have successfully completed the curriculum a Certificate of Completion to include the Course name, date of completion, contact hours, and student's name.
8. The College will provide a release form for the Sheriff to share with prospective students, to be signed by all participating students, allowing the College access to personal information as well as permission to share student and Course information with the Sheriff.

9. Upon completion of a Course the College will bill the Sheriff \$1,075 per student for program tuition, which includes 192 hours of instruction.
10. The College is responsible for identifying appropriate substitute faculty if the regularly approved faculty member must be absent from a previously scheduled class time.
11. The College is responsible for compliance and reporting with the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools – Commission on Colleges (SACS-COC), as well as other agencies and accrediting bodies related to instruction.
12. College staff and faculty will attend any professional development requested by the Sheriff relating to security or otherwise.
13. As an independent contractor of the Sheriff, the College owns all instructional materials related to Coursework. Any equipment, supplies, or consumables provided by the Sheriff remain the property of the Sheriff.
14. At the written request of the Sheriff, the College will provide within 30 days copies of any information related to individual students of the Courses, including, but not limited to, registration information, assessments, grades, attendance records, certificates of completion, etc., as covered by the student signed release form.

The Sheriff's Responsibilities

1. The Sheriff, or his representatives, will select the students eligible to participate in the Courses.
2. Participating students must sign a release form allowing the College to use pertinent personal information for purposes of Course registration. Personal information required includes full name, address, date of birth, sex, race, and social security number. Students must also provide a valid photo ID. The release form will also allow the College to share student and Course information with the Sheriff, and the Sheriff's representatives.
3. The Sheriff will select only participants willing to share pertinent personal information and will facilitate information collection for the College.
4. The Sheriff will provide a safe and secure instructional environment, as determined by the Sheriff and agreed to by the College.
5. The Sheriff agrees to a tuition rate of \$1,075 per student for 192 hours of Course instruction. The Sheriff agrees to pay tuition for any student who enrolls in the Course, regardless if the student leaves the program, for any reason, before completion of the Course.

6. The Sheriff will notify College instructional leadership of any issues related to the classroom within 24 hours of an event. Issues include a faculty member arriving late, a faculty or staff member not following Jail protocol, interpersonal communication, etc.
7. The Sheriff will notify College instructional leadership the same day as any student incidents related to the classroom, courses, faculty, staff, or instruction.