

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT AND RENEWAL OF AFFILIATION AND PROGRAM AGREEMENT
FOR COURSE EXPERIENCE BETWEEN FORT BEND COUNTY AND WHARTON COUNTY
JUNIOR COLLEGE**

THIS AMENDMENT is made and entered into is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Wharton County Junior College, (hereinafter "School"), a public institution of higher learning (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, County and School executed the *Affiliation and Program Agreement for Course Experience Between Fort Bend County and Wharton County Junior College* on or about January 26, 2021, (hereinafter the "Agreement"), hereto incorporated by reference as if set forth herein verbatim.

NOW, THEREFORE, County and School desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed for one (1) more year; effective as of September 1, 2021, and shall automatically renew each year for five (5) years until August 31, 2026. It is expressly understood and agreed to by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

- B. Notice to Parties
 - a. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
 - b. Notice to County shall be sent to:
 - If to County: Fort Bend County
 - 401 Jackson
 - Richmond, Texas 77469
 - Attn: County Judge

With copy to: Wesley Wittig
 Executive Assistant District Attorney
 Program Representative

1422 Eugene Heimann Circle
301 Jackson Street (mailing)
Richmond, Texas 77469
(281) 341-4431
(281) 238-3366 (fax)
Wesley.wittig@fortbendcountytexas.gov

If to School: Wharton County Junior College
Human Services Program
911 Boling Hwy
Wharton, Texas 77488

Either party may change the address for notification by submitting written notice of same to the other.

- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- E. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.
 - 1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - 2. 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.
- F. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

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{EXECUTION PAGE TO FOLLOW}

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 date signed by County.

FORT BEND COUNTY:

WHARTON COUNTY JUNIOR COLLEGE:

KP George
County Judge

Betty D. McCrook
Signature

Betty D. McCrook
Printed Name and Title

Date

9-29-21
Date

Attest:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Exhibit A (3 pages)

i:\agreements\2022 agreements\district attorney\wcjc\da intern amendment and renewal (kcj - 09.16.2021)

**EXHIBIT A
REQUIRED DOCUMENTS**

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ (“STUDENT”), acknowledge and agree to the following:

STUDENT agrees to maintain confidentiality of any information deemed confidential by the COUNTY. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific client information, except as required by law or as authorized by COUNTY.

STUDENT further agrees that if computer network account is made available for student purposes, that such information contained within the computer network is confidential information. STUDENT will not remove any confidential computer records from COUNTY including paper records. STUDENT agrees not to change, delete, modify, or remove any computer file that belongs to another person.

STUDENT acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by COUNTY or other individuals.

Dated this _____ day of _____, 2021.

STUDENT Signature: _____

Witness Signature: _____

RELEASE OF LIABILITY

I, _____ (“Participant”), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of any Fort Bend County facility (“Facilities”).

I, _____, intend this release of liability to cover all situations that may occur while I participate in the PROGRAM at the Facilities.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the PROGRAM at the Facilities. I know of no condition that would limit or preclude my participation in this PROGRAM. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

By:

Signature: _____

Printed Name: _____

Date: _____

PARTICIPANT CONTACT INFORMATION

Name: _____

Phone Number (H) _____ Work (W) _____ Cell (C) _____

DL: State: _____ Number: _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Phone Number: _____