

AFFILIATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Affiliation Agreement (“**Agreement**”) is made and entered into by and between San Jacinto Community College District, a public community college district organized under Chapter 130 of the Texas Education Code, (the “**College**”), and Harris County, Texas (the “**County**”), a body corporate and politic under the laws of the State of Texas acting by and through the Harris County Commissioner Precinct Three (“**Precinct 3**”). College and Precinct 3 are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”.

RECITALS

Harris County, acting through Precinct 3, supervises and manages Mercer Arboretum and Botanic Gardens located at 22306 Aldine Westfield Road, Humble, Texas 77338 (“**Mercer Arboretum**”).

Mercer Arboretum is seeking horticulture interns for the Horticulture Internship Program (the “**Program**”). The Horticulture Internship provides learning experiences that extend beyond the classroom and into the garden and greenhouses. The horticulture interns assist with garden maintenance, plant care, plant propagation, and other specified projects at Mercer Arboretum (the “**Interns**”).

The County and the College agree that it is of mutual advantage that students of the College be given the opportunity to utilize designated facilities of Precinct 3, specifically the Mercer Arboretum, for horticulture studies and learning experiences as Interns.

The College wishes to engage with Precinct 3 to provide and maintain an appropriate practice setting, learning environment, and supervision of Interns.

The College represents that it holds all accreditations, licenses, and certifications required to perform the services provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **RESPONSIBILITIES OF THE COLLEGE.**

- a Intern Program will be managed by the College’s staff, especially the Director of Work Embedded Learning;

- b. College shall pay the Interns through their allocated and provided "Stipend" which is strictly managed by the College;
 - c. College will advertise the Program opportunities to students and select candidates to be interviewed by Precinct 3 staff, internship applicants must be at least 18 years old;
 - d. College will provide Interns with a description of the horticulture Intern duties at Mercer Arboretum, including working outdoors or in greenhouses about 80% of the time, lifting up to 40 pounds;
 - e. College will communicate with Precinct 3 staff about matters concerning interns, including attendance, professional development, feedback, and conduct;
 - f. College will assume full responsibility for the academic preparation of the Interns to include documented training, evaluation, qualifications, and competency level of each Intern;
 - g. College will provide learning objectives, assessment instruments, and/or checklists to be used for evaluation of the performance of each Intern;
 - h. College will provide Precinct 3 with a copy of specific program policies related to attendance, accountability, etc.;
 - i. College will perform such other duties as may from time to time be agreed to between the College and Precinct 3.
- 1) **Insurance.** Precinct 3 acknowledges that, because College is an agency of the state of Texas, liability for the tortious conduct of employees of College or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of College is provided by College as mandated by the provisions of Chapter 502, Texas Labor Code. College shall have the right, at its option, to (a) obtain liability insurance protecting College and its employees and property insurance protecting College's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by College as a result of its operations under the Agreement. College shall inform Precinct 3 of which option it has elected under this Agreement within 30 days of approval of this Agreement by Harris County Commissioners Court.

Precinct 3 recognizes that the Interns, upon payment of a pre-set fee at time of enrollment, are provided claims-based medical liability coverage. Such policy shall provide for coverage during such times as the Interns are on the premises of Precinct 3. The limits of such coverage are as follows:

College shall maintain professional liability insurance covering each Intern participating in the Program at Precinct 3 in the minimum amounts of \$100,000.00 per occurrence and \$300,000.00 annual aggregate during the term of this Agreement and any renewal term(s). Upon request by Precinct 3, College shall provide proof of such insurance prior to the commencement of each Intern's participation in the Program at Precinct 3.

At no time shall Interns be considered legal representatives, employees, or agents of College or Precinct 3. The Interns are not entitled to receive payment for services rendered, replace or substitute for a College or Precinct 3 health care provider, or possess authority to enter into any form of agreement on behalf of College or Precinct 3.

The College shall, on the written request of County, furnish appropriate evidence to County of the existence of such coverage.

- 2) **Performance of Services.** If College faculty and staff involvement is necessary, College agrees to assure that all faculty and staff are duly qualified to participate in the Program at the Precinct 3 facilities. College agrees that College and all Interns shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of County and/or Precinct 3 and any rules and regulations of the College as may be in effect from time to time. Neither the College nor any Intern shall interfere with or adversely affect the operation of Precinct 3 or the performance of Precinct 3 facilities and operations.
- 3) **Holidays.** Interns, students, faculty, and agents of the College who are assigned to Precinct 3 will observe holidays as specified by the Precinct 3 calendar.
- 4) **Number of Students.** The number of Interns assigned shall be mutually agreed upon between College and Precinct 3.
- 5) **Schedule.** The Interns shall agree to participate no less than twelve (12) hours but up to forty (40) hours per week, working primarily Monday – Friday, 7 a.m. – 3:30 p.m. with a 30-minute lunch and regular breaks; some weekends may be required.
- 6) **Student Expenses.** Interns must provide their own housing, transportation, and parking expenses.
- 7) **Payment.** Under this Agreement, neither Party is obligated to make any payment of any kind to the other Party.

2. **RESPONSIBILITIES OF COUNTY.** Acting through Precinct 3, the County agrees to:

- a. Precinct 3 and Mercer Arboretum & Botanic Gardens staff, especially the Head of Horticulture and the Education Director will supervise;
- b. Precinct 3 staff will interview and select interns from students pre-screened by College;
- c. Precinct 3 staff will facilitate professional development opportunities and experiences in the Mercer Arboretum;
- c. Precinct 3 staff will document and report intern hours to the College for the purpose of creating a student stipend;
- d. Precinct 3 staff will report satisfactory and unsatisfactory behavior, conduct, and attendance;
- e. Precinct 3 will offer use of facilities, including the Mercer Botanic Center, Mercer Visitor Center, Mercer Greenhouses, Mercer Gardens, Mercer Arboretum;
- f. Precinct 3 will offer the use of garden tools such as shovels, rakes, wheel barrels, hand clippers, loppers, and gloves for the interns to use while working at Mercer Arboretum;
- g. Precinct 3 staff will drive golf carts to drive Interns to various parts of the park's property. Interns will not be allowed to drive golf carts;
- h. Precinct 3 will not be responsible for paying Interns as that is the duty of the College's Stipend Program.

3. INTERN RESPONSIBILITIES. With direction from a Mercer Arboretum & Botanic Gardens horticulturist, the Intern will:

- a. maintain a collection of plants assigned by the supervising horticulturist;
- b. maintain Mercer Arboretum's seed bank and a collection of plants assigned by supervisor;
- c. participate in regular maintenance of newly planted and established specimens;
- d. identify garden pests and plant diseases and determine a treatment plan, if necessary;
- e. research proper propagation and planting procedures for various plant species;

- f. implement research findings to perform vegetative propagation and seed processing;
- g. assist in developing reports detailing projects assigned, successes achieved, obstacles and how they were overcome, new insights, and other ideas related to the internship;
- h. perform other duties as assigned;
- i. must meet the physical demands needed for the Internship.

4. **INDEPENDENT CONTRACTOR.** The Parties hereby acknowledge that they are independent contractors and that neither the College nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of County and/or Precinct 3. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. The College agrees that it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. The College agrees to assure that no Intern, student, faculty, or agent of the College shall look to County and/or Precinct 3 for any salaries, insurance, or other benefits whatsoever. The provisions of the Paragraph shall survive expiration or termination of this Agreement regardless of the cause of such termination.

5. **NON-DISCRIMINATION.** The Parties agree that they will not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of Interns or as to any aspect of the practical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Intern's effective participation in the Program. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. College takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and Precinct 3 takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

6. **CONFIDENTIALITY.**

a. **Precinct 3 Information. Terms of Agreement.** The College represents and agrees that the College and its Interns, students, representatives, agents, and employees will keep strictly confidential and hold in trust all confidential information and individually identifiable information of the Precinct 3 and will not disclose, reveal, or use any such information of the Precinct 3 and will not disclose such to any third party except in accordance with the curriculum of the Program and with the express prior written consent/authorization of a representative of Precinct 3, except as required by law.

- b. **Compliance.** The College agrees that it will protect all information, records, data, and health-care information collected or maintained for the administration of this Agreement from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics. The Parties agree to cooperate with and provide reasonable access to records relating to this Agreement to the representatives of County and/or Precinct 3 and further agree that such authorized representatives must have access, at no additional charge to County and/or Precinct 3, to any pertinent books, documents, papers, and records for the purpose of making audits, examinations, excerpts, and transcripts of transactions related to the Agreement.
- c. **Survival.** Provisions herein relating to information shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

7. TERM; TERMINATION.

- a. The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months.
- b. Notwithstanding any provision to the contrary, either Party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Interns currently enrolled in the Program at Precinct 3 at the time of notice of termination shall be given the opportunity to complete their Program.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.

9. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reasons, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

10. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

11. NO WAIVER. Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed to act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein. Precinct 3 expressly acknowledges that College is political subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by College of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including

16. **COUNTY/PRECINCT 3 NOT OBLIGATED TO THIRD PARTIES.** Neither County nor Precinct 3 is obligated or liable under this Agreement to any party other than the College or the Interns. Nothing in this Agreement is intended to, or shall be deemed or construed to, create or enhance any remedies in any independent rights of any third party, including an Intern.
17. **PUBLIC INFORMATION.** The Parties expressly acknowledge that each Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code and, notwithstanding any provision in the Agreement to the contrary, each Party will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. It is expressly understood and agreed that either Party, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any information or data furnished to the Party, whether or not the same are available to the public. It is further understood that either Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the Party, its officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any information or data furnished to that Party in reliance on any advice, decision or opinion of the Attorney General.
18. **E-MAIL ADDRESSES.** Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party. This consent is intended to comply with the requirements of the Texas Public Information Act, Section 552.137 of the Texas Government Code, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by both Parties, their agents, officers, employees, students, or anyone acting on a Party's behalf and shall apply to any e-mail address provide in any form for any reason whether related to this Agreement or otherwise.
19. **FERPA.** For purposes of the Family Educational Rights and Privacy Act ("FERPA"), College hereby designates Precinct 3 as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Precinct 3 is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. Precinct 3 shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or the College, in writing. Precinct 3 is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Precinct 3 shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Precinct 3 in this Section, including without limitation, the prohibition on redisclosure. Precinct 3 shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

- 20. USE OF NAME.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
- 21. INDEMNIFICATION.** TO THE EXTENT ALLOWED BY LAW, EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS, CONSULTANTS, INTERNS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A VENDOR, COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANTS, INTERNS, OR SUBCONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH IT EXERCISES CONTROL.
- 22. MULTIPLE COUNTERPARTS/EXECUTION.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County and on behalf of the College by a duly authorized representative of the College.

Execution Page Follows

HARRIS COUNTY

**SAN JACINTO COMMUNITY
COLLEGE DISTRICT**

By: _____
Lina Hidalgo
County Judge

By: Brenda Hellyer
Brenda Hellyer, Ph.D.
Chancellor

Date Signed: _____

Date Signed: 5/6/2026

**HARRIS COUNTY COMMISSIONER
PRECINCT 3**

By: Tom Ramsey
Tom S. Ramsey, P.E.

Date Signed: 5-8-26

APPROVED AS TO FORM:

Jonathan Fombonne
HARRIS COUNTY ATTORNEY

By: Simrita Chamdal
Simrita Chamdal
Assistant County Attorney
C.A.O. No. 26GEN0968

ORDER OF COMMISSIONERS COURT
 Order Authorizing Approval of an Affiliation Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____, with all members present except _____

A quorum was present. Among other business, the following was transacted.

**ORDER AUTHORIZING EXECUTION OF AN AFFILIATION AGREEMENT BETWEEN
 HARRIS COUNTY AND SAN JACINTO COMMUNITY COLLEGE DISTRICT**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that order had been duly and lawfully adopted. The order adopted follows:

RECITALS

Harris County, acting thereupon, announced that Harris County Commissioner Precinct Three ("Precinct 3") manages and supervises the Mercer Arboretum, and Harris County and San Jacinto Community College District agree that it is of mutual advantage that Interns of the Horticulture Program be given the opportunity to utilize the designed facilities of Harris County Commissioner Precinct 3 for horticulture science education purposes.

IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. The Affiliation Agreement is approved and County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County an Affiliation Agreement between Harris County, on behalf of the Harris County and San Jacinto Community College District.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.