

MARGIE R. IBARRA
COUNTY CLERK
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WEBB COUNTY, TEXAS

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STATE OF TEXAS §
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COUNTY OF WEBB §

**DRIVING SCHOOL SERVICE AGREEMENT Between
GRACE CDL TRUCK DRIVING SCHOOL INC. And
WEBB COUNTY**

This is a Driver Training School Agreement (“Agreement”) entered into by and between **Webb County**, a political subdivision of the State of Texas, (hereinafter known as “Webb County”) acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas, on behalf of Webb County Community Action Agency, (hereinafter “CAA”) and **Grace CDL Truck Driving School Inc.**, (hereinafter “**Grace Driving School**”) a Texas for profit corporation, 4301 McPherson Road, Suite 104, Laredo, Texas 78041. Individually, Grace Driving School and Webb County shall be referred to in this Agreement as a “Party” and jointly, as “Parties.”

RECITALS

WHEREAS, Grace Driving School is engaged in the business of doing entry level drivers (ELDT) training of individual in order for these individuals to test for a Texas issued commercial driver’s license-Class A (“CDL”); and

WHEREAS, Webb County, through a Community Service Block Grant, and to the extent it has the availability of funds will refer qualified Webb County residents to Grace Driving School and pay for these eligible Webb County residents, their driving school tuition with Grace Driving School; and

WHEREAS, the purpose of this Agreement is to foster a partnership relationship between the Parties where the mutual terms in this Agreement reflects cooperation and participation in the Transition Out of Poverty (T.O.P.) under the Community Service Block Grant (CSGB) Program to help facilitate educational opportunities (tuition, licensing, testing, etc.) for the low-income citizens of Webb County, who are interested in furthering their education/skills training in a field of study that may render a “living wage.” A living wage will assist in the pursuit of a better standard of living and the transition out of poverty.

NOW THEREFORE, Webb County and Grace Driving School, in consideration of the mutual covenants and consideration set forth herein, agree as follows:

**Article One
Grace Driving School Obligations**

1.01 Grace Driving School must be registered on the Training Provider Registry maintained by the Federal Motor Carrier Safety Administration (“FMCSA”) in accordance with the FMCSA

regulations as provided under the Code of Federal Regulations (“CFR”), 49 CFR subchapter B, Part 380, §703(a)(5).

1.02 Grace Driving School curriculum, facilities, vehicles and training instructors must meet the applicable criteria set forth in the Code of Federal Regulation (“CFR”), Title 49, Subchapter B, Part 380, subparts A through G, and more specifically §§380.605, 380.709, 380.711, & 380.713.

1.03 Grace Driving School must have a training facility located in Webb County where Webb County can refer eligible residents/students who will attend driving classes at said facility.

1.04 Grace Driving School shall provide students referred by Webb County all training and testing for students from entry level drivers’ learners permit to complete Commercial Driver’s License (“CDL”).

1.05 Grace Driving School shall provide students training in obtaining drivers license endorsements, such as Passenger, Tanker and HazMat when requested by Webb County.

1.06 Grace Driving School shall provide course materials (textbooks), including but not limited to a Texas Commercial Driver’s Handbook, Online Study materials (Study Guides), and Course Materials in power point or syllabus to students at no additional cost. Grace Driving School may offer study materials in digital format but some students will need printed materials, which will be provided at no additional cost.

1.07 Grace School Driving School shall provide, at no additional cost to Webb County, equipment for training and testing, retesting, including but not limited to a haul truck with manual transmission, air brakes, with a forty-five or fifty-foot trailer. All equipment provided by Grace Driving School must be maintained in proper mechanical working order. Vehicles provided by Grace Driving School must have current inspection and registration in the State of a Texas.

1.08 Grace Driving School shall provide students with eight (8) hour of facilitated instruction.

1.09 Grace Driving School shall provide the CDL course on a four (4) week basis where student will be in an employment probationary period and where Grace Driving School shall complete all needed training and testing for a student to be able to obtain the requested CDL, with requested endorsement, within ninety (90) days after the first scheduled class day.

1.10 Grace Driving School, as part of its course fee, shall pay for each student the Texas Department of Public Safety drivers’ exam and skills test Fee and Medical Card Fee.

1.11 Grace Driving School will send students who have successfully completed the CDL course to the regional (Webb County) Department of Public Safety (“DPS”) for exam and driving test.

1.12 Grace Driving School shall provide student daily attendance reports to Webb County’s representative.

1.13. Grace Driving School shall provide student and/or training issues with representative of Webb County, as needed.

1.14 Grace Driving School will coordinate with Webb County on any issues arising from under this Agreement.

Article 2 Obligations of Webb County

2.01 Webb County agrees to screen individuals on the following criteria and provide documentation to Grace Driving School:

- Valid State of Texas Driver’s License
- No known discipline issues

Article 3 Reporting Requirements

3.01 Grace Driving School and Webb County agree to share results from all successes and/or failures as they relate to student enrollees in the CDL program, including but not limited to, program completion rates, licensure pass rates, and employment results for students (employer, job title, start date, starting salary).

Article 4 Funding and Payment

4.01 Webb County shall pay a student’s tuition through Webb County’s Communication Action Agency Department, which is overseeing the Grant of tuition for student enrollees. Webb County alone will dictate how many Webb County residents/students will be enrolled for drivers training under this Agreement.

4.02 Grace Driving School will invoice Webb County for Three Thousand Two Hundred Fifty Dollars (\$3,250.00) per student referred to by Webb County and enrolled in the Grace Driving School’s four (4) week program. Invoice should be submitted and addressed in care of the Webb County Community Action Agency, 520 Reynolds, Street, 2nd Floor, Laredo, Texas 78040. Webb County shall submit payment to Grace Driving School within forty-five (45) of receiving the invoice.

Article 5
Duration of this Agreement

5.01 This Agreement will commence on November 14, 2022, and will terminate on November 13, 2023.

Article 6
Insurance

6.01 Prior to the beginning of any work hereunder, Grace Driving School shall provide proof and maintain the following insurance policies:

Workmen's Compensation -Texas Statutory limits for Medical, Accidental Death or Dismemberment and lost time.

Employer's liability Insurance with limits of not less than \$1,000,000.00 per occurrence-per accident; \$1,000,000.00 by disease each occurrence.

Commercial General Liability Insurance with limits of not less than \$1,000,000.00 per occurrence for bodily injury and limits of not less than \$2,000,000.00 per occurrence of property damage and name Webb County as an additional insured.

Commercial Automobile Liability Insurance at a minimum combined single limit of \$1,000,000 per occurrence-for bodily injury and property damage, including non-owned and hired care coverage and owned vehicles if any are owned.

This proof of insurance is in the form of a letter or certificate from Grace Driving School's insurance company, and must be maintained as current by Grace Driving School throughout the term of this agreement. A waiver of subrogation in favor of Webb County shall be contained in all policies. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage. The certificate of insurance shall include sixty (60) day notice of cancellation. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

Article 7
Independent Contractor

7.01 Grace Driving School is engaged under this Agreement as an **"INDEPENDENT CONTRACTOR"** and not as an agent or employee of Webb County. Grace Driving School is not entitled to benefits of any kind to which Webb County's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Grace Driving School assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Grace Driving School and Grace Driving School's employees. This Agreement does not create a partnership or a joint venture

between the Parties hereto, nor does it authorize either Party to serve as the legal representative or agent of the other. Neither Party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.

Article 9 Successors and Assigns

9.01 This Agreement may not be assigned or subcontracted, in full or in part, by either Party without first obtaining written consent of the other Party. The Parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.

Article 10 Indemnity

10.01 GRACE DRIVING SCHOOL SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF GRACE DRIVING SCHOOL'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF GRACE DRIVING SCHOOL'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF GRACE DRIVING SCHOOL OR OF ANY PERSON EMPLOYED BY GRACE DRIVING SCHOOL. IN CASE OF ANY SUCH CLAIM, GRACE DRIVING SCHOOL, UPON NOTICE FROM WEBB COUNTY, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. GRACE DRIVING SCHOOL SHALL ALSO SAVE AND HOLD HARMLESS WEBB COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.

Article 11 Assignment

11.01 Grace Driving School shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of Webb County. As a condition of such consent, Grace Driving School shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Article 12

Termination

12.01 Either Party hereto may terminate this agreement at any time, either with or without cause, by giving the other Party at least ninety (90) days advance written notice. As soon as practicable after termination, Grace Driving School shall submit a statement showing in detail showing the services performed under this Agreement to the date of termination.

Article 13. Address of Notices

Any notice required or permitted to be given by one Party to the other Party under this Agreement may be given by certified or registered U. S. mail, postage prepaid, addressed to the appropriate Party as follows:

Webb County
Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

Grace CDL Truck Driving School Inc.
Ms. Velma Davila
4301 McPherson Road, Suite 104
Laredo, Texas 78041
(956) 603-0367
E-Mail: s5853director@gmail.com

Copy to:
Webb County Community Action Agency
520 Reynolds Street, 2nd Floor
Laredo, Texas 78040

Any notice given as herein provided shall be deemed given and received upon deposit in the U.S. mail.

Section 14 Entire Agreement

14.01 This instrument contains the entire agreement between the Parties relating to the rights granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement shall be binding and effective only if and when it has been signed by both Parties.

Section 15 Inconsistencies

15.01 Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

**Section 16
Severability**

16.01 Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**Section 17
Law of Texas/Venue**

17.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regards to choice of law rules of any jurisdiction and shall be enforced in the Webb County, Texas. Webb County and Grace Driving School agree that any litigation regarding this Agreement shall take place in the State Courts of Webb County, Texas.

**Section 18
Entire Agreement**

18.01 This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

**Section 19
Amendment**

19.01 No changes to this Agreement shall be made except upon written agreement of both parties.

**Section 20
Headings**

20.01 The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**Section 21
Waiver**

21.01 The failure on the part of any Party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 22 Counterparts

22.01 This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Section 23 Terminology and Definitions

23.01 All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 24 Rule of Construction

24.01 The Parties hereto acknowledge that each Party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

Section 25 Immunity

25.01 Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their officers, commissioners, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Section 26 Legal Compliance

26.01 The Parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

Section 27
Force Majeure

27.01 Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an Act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.

This Agreement becomes effective when signed by the last Party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the Parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

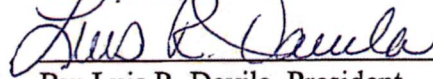
WEBB COUNTY



Tano E. Tijerina
Webb County Judge

Date: _____, 2022

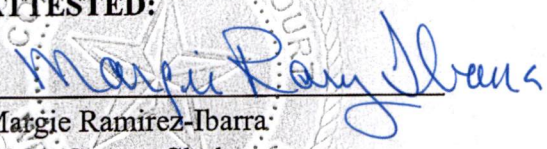
GRACE CDL DRIVING SCHOOL, INC.



By: Luis R. Davila, President

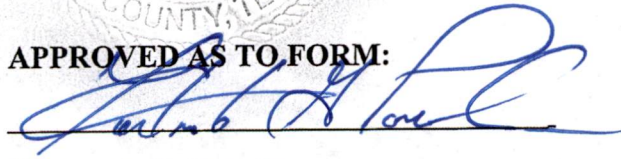
Date: November 3, 2022

ATTESTED:



Matgie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato G. Paredes
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective

of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).