

DRIVER'S LICENSE, DRIVER'S EDUCATION SERVICES & E-DRIVING ONLINE COURSE ENROLLMENT AGREEMENT

This Agreement is made and entered into between Webb County, a Political Subdivision of the State of Texas, for an on behalf of Webb County Justice of the Peace Court Precinct 2, Place 1 ("Webb"), and Region One/E-Driving Course.com, LLC., acting herein by and through their respectively authorized officers or Directors. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions governing the access and ability of students and parents who reside in Webb County, Texas to help them facilitate and streamline their online enrollment at Webb County J.P. Pct. 2, Place 1 Courthouse for the purchase and certification of completion of online driver's license courses and driver's education services for students ("Driver Education Services") and parents residing in Webb County, Texas.

PROGRAM GOALS AND INCENTIVES: The requirement to take and successfully complete a Judicially Mandated Driver's License Course approved by the Presiding J.P., may be Ordered and granted as part of the sentencing conditions set by the Judge, to allow for possible reduced fees/courts costs, and/or as a condition for successful completion of the sentencing/punishment set by the Court for probation or deferred adjudication, etc.

The conditions and/or reducing in fees/costs, etc., granted by the Court shall be made expressly subject to and in exchange for the student and/or parent successfully completing the course and providing the Court with proof of a validly issued Driver's License to that individual within the required time set by the Court.

II. SERVICES

The Driver Education Services are sold by Region One and administered by EDrivingCourse.com, LLC d/b/a Driving Quest (hereinafter referred to as "DrivingQuest"). DrivingQuest (Lic # C2603 and #PT174) is a private company registered, licensed, and authorized by the Texas Department of Licensing & Regulations ("TDLR") to conduct and provide its online driver education course to teens and adults. The Services available for purchase are as follows:

A. Teen Drivers Ed

Students who are 14-17 years of age may enroll in the 32-hour online driver education course.

Driving-Quest will provide its online driver education course, a 32-hour program, to students enrolled in its program and **who have been approved by the Court to participate** in the online program. The driver's education program consists of two components: 1.) Online classroom courses component; the student shall complete (32 total hours online) and 2.) the behind-the-wheel driving component (14 hours actual driving). Driving-Quest's online driver course includes both the 32-hour classroom portion and the 14-hour behind-the-wheel training part of the program via the parent-taught method.

Students who have special needs may qualify and apply for financial assistance by filing a Section 504 Designated Student Voucher eligibility form (Voucher Eligible to be paid by Region 1, if the student qualifies and completes the course during the designated time period set by the Court).

Once the student successfully completes the online course, he/she will then be able to choose whether to continue with the parent-taught method of behind-the-wheel instruction, or to transfer to a local TDLR-certified driving school in their area for the behind-the-wheel part of the program. Upon completion of both program components and passing a driving test, the student will be eligible to obtain his / her driver's license from DPS.

B. Adult Drivers Ed

Students who are 18-22 years of age and older will be allowed to enroll in the 6-hour online driver education course. This 6-hour course is state-mandated for those individuals who are aged 18 – 24. Upon completion of said course, and passing a driving test, the adult student will be eligible to obtain a driver's license from DPS.

As mandated by Texas Law (Texas Education Code, Title 5, Chapter 1011, et. seq.), TDLR requires that each student, along with a parent / guardian, execute an independent contract directly with Driving-Quest for any online driver education course.

Each student participating in the online driver education course, along with their parent/guardian, shall be required to successfully complete and execute such contract with DrivingQuest in order to be eligible for these Courses.

Only Region One is responsible for selling the Driver Education Services and collecting fees through an online platform. In addition to administering the Driver Education Services, DrivingQuest will provide each participating student with assistance regarding any service-related problems, issues, complaints, and the like, with its in-house Customer Service Department.

III. QUANTITY AND PURCHASE PRICE

The Driver Education Services from Region One shall be offered to students and/or parents residing in Webb County, Texas at the price of \$165.00 per student course. This price applies whether the student is a Teen (14-17 years of age) or an Adult (18+ years old). Region One will collect program fees through the online registration from student/parent.

These fees are not refundable if the student or adult does not complete the online driving course.

There will be additional state fees/costs associated with obtaining driving permits and other services rendered by the Department of Public Safety (DPS) and TDLR, including a non-refundable fee of \$20.00 for the "Parent-Taught Driver Education Instructor Designation Service Request." Those fees/costs are not part of the \$165.00 rate and will be paid by the student/parent(s) directly to the designated state agency for its services in accordance with Title 16 TAC Chapter 84.

On occasion, whether due to maintenance, weather, service provider issue, internet connectivity problem, and the like, the Driving Education Services may experience sudden, unexpected, and at times, prolonged service interruption, which may cause delays in the processing or transmission of the online course to the student. Refunds will not be given (whether for partial or full amount paid) for such service interruption, or for student dissatisfaction with the Driving Education Services.

IV. TERM AND TERMINATION

This Agreement shall be effective for a term of three (3) years commencing August 15, 2023.

The Parties may terminate this Agreement, with or without cause, by providing at least Sixty (60) days written notice of termination.

V. CONFIDENTIALITY

Webb County shall be permitted to secure, examine, and audit all student accounts in order to administer the driver education online program and to monitor the progress of the students/participants so as to ensure compliance with the course program, and with its internal administrative policies and procedures, they will necessarily have access to confidential, proprietary information / intellectual property / trade secrets belonging exclusively to Driving-Quest. As a result, Webb County covenants and agrees that it shall not share or disclose any such confidential information to any third party.

VI. NOTICE

All notices shall be given either by electronic mail, personal service through a reputable courier service, or by certified mail with a return receipt, only at the following addresses:

To Region One ESC: c/o
Dr. Daniel King
Executive Director
1900 West Schunior
Edinburg, TX 78541
Email: dking@escl.net

To Webb County c/o:
Webb County Precinct 2, Pl 1 c/o
Ms. Mary Serna, Court Administrator
901 S. Milmo, 1st Floor
Laredo, TX 78043
E-Mail: mserna@webbcountvtx.gov

VII. MISCELLANEOUS

Amendment. The Parties reserve the right to amend the terms of this Agreement in the event Driving-Quest implements new, updated features to enhance its computer system and online course. Such changes may require an increase in the course costs. This Agreement may only be modified by a writing signed by the authorized representatives of both Parties.

Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Webb County, Texas.

Relationship. Webb County acknowledges and understands that the relationship between Driving-Quest and Region One is that of independent contractor and neither has the authority to bind the other in any manner.

No Assignment. The Parties may not assign or transfer their rights under this Agreement.

Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement.

Current Revenue. Webb County will not be collecting, charging and/or be responsible for any proceeds/revenues derived from the sale of the driving course in order to keep the costs down.

All revenues will be collected by Region One through the online platform at the time of registration.

EXECUTED ON THIS 29th DAY OF AUGUST, 2023.

WEBB COUNTY, TEXAS

FOR: Tano E. Tijerina
Webb County Judge

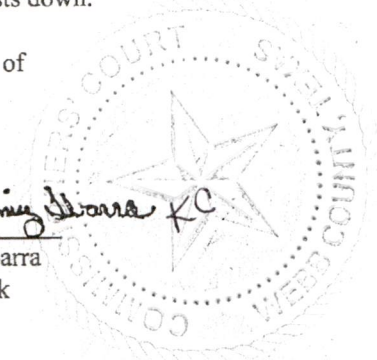
EXECUTED ON THIS 29th DAY OF AUGUST, 2023

REGION ONE ESC

Dr. Daniel P. King
Executive Director

ATTESTED:

Margie Ramirez Ibarra KC
Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Ray Rodriguez
Ray Rodriguez
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's 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).

Passed and approved by the Webb County Commissioners Court On August 14, 2023.