

INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY AND THE ALVIN COMMUNITY COLLEGE – CORPORATE COLLEGE

This Agreement is made between Brazoria County, (the “County”), and Alvin Community College – Corporate College, (the “College”).

RECITALS

WHEREAS, the COLLEGE and the COUNTY agree that the purpose of this agreement is to provide truck driver training classes to employees of Brazoria County and the opportunity for those employees to test for and receive, upon successful completion, a Department of Public Safety Commercial Driver’s License;

WHEREAS, the COLLEGE desires the opportunity to provide CDL – Class B training and testing to forty (40) employees of the COUNTY for a fee;

WHEREAS, the COUNTY desires that its employees obtain Class B Commercial Driver’s Licenses and has agreed to utilize the Brazoria County Service Center equipment to accomplish the licensure pursuant to the authority of the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001, et. seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, THE COLLEGE AND THE COUNTY AGREE AS FOLLOWS:

1.01. The COUNTY agrees to pay a total of up to seventy thousand dollars (\$70,000) to COLLEGE for the payment of services as listed herein. Such fee is provided for forty (40) employees of COUNTY (“Students”) in the amount of one-thousand seven-hundred and fifty dollars (\$1,750) per Student for the training and licensure as outlined herein. The Proposed Scope of Work and Training Agreement, known as Contract No. CC-2024-090924, is attached as “Exhibit A,” and incorporated herein for the purpose of more specifically identifying the scope of this Interlocal Agreement. Should any term of the exhibit and this Agreement conflict, this Agreement will control.

1.02. The COUNTY agrees to furnish all required vehicular equipment from the Brazoria County Service Center(s) for each Student in order to complete the training and licensure as listed herein.

1.03. The COLLEGE agrees to provide prompt access to each Student to Blackboard services and curriculum to satisfy the theory component of the training prior to road and range instruction in a vehicle.

1.04. The COLLEGE agrees to provide an instructor(s) that will travel to each COUNTY Service Center to provide road and range instruction to the Students. This may require more than one course per Service Center depending on the number of students enrolled.

1.05. The COLLEGE agrees to provide testing for each Student at its main campus located at 3110 Mustang Road, Alvin, Texas 77511.

1.06. Each Party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provided for the other party's benefit.

1.07. **To the extent permitted by law, each Party shall be responsible for its own acts and omissions in the performance of this Agreement. Neither Party waives any immunity or defense that would otherwise be available under any applicable federal law or the laws of the State of Texas, including those provided by the Texas Tort Claims Act. The County shall be responsible for any property damage to its County-owned motor vehicles, proximately caused by the operation or use of County-owned motor vehicles or equipment by County employees during training or related activities, except for instances of intentional tort or gross negligence, in which the employee is responsible for their own actions. The College shall be responsible for any property damage proximately caused by its employees in providing instruction, testing, or other services under this Agreement, except for instances of intentional tort or gross negligence, in which case the employee is responsible for their own actions.**

1.08. The Parties acknowledge and agree that no provision of this Agreement intends to constitute a waiver by any Party of any immunity from suit or liability that a Party may otherwise have by operation of law.

1.09. Each Party shall maintain insurance coverage or self-insurance, as applicable, sufficient to cover its obligations under this Agreement. The COUNTY is self-insured for the purposes of covering its vehicles and equipment utilized pursuant to this Agreement. The COLLEGE shall maintain its standard general liability coverage applicable to its instructional activities.

1.10. The COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the

COLLEGE executes this Agreement by and through its authorized representative.

1.11. This Agreement shall not be assigned by either Party without the express written consent of the other Party.

1.12. The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the COUNTY and the COLLEGE.

1.13. Any and all notices, requests, and other communications made pursuant to this Agreement shall be made in writing to the following persons:

Brazoria County:

Matt Hanks
County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
Phone: 979-864-1265
Email: matth@brazoriacountytx.gov

Alvin Community College – Corporate College:

Name:
Title:
Address:

Phone:
Email:

1.14. The COLLEGE and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

1.15. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

1.16. Misspelling of one or more words in this Agreement shall not avoid this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

1.17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

1.18. This Agreement shall be effective on the date on which the second of the two parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

By: _____

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

DATED: _____

COLLEGE:

ALVIN COMMUNITY COLLEGE –
CORPORATE COLLEGE

By: _____

Print
Name: _____
President

DATED: _____

Exhibit A

Scope of Work – Contract No. CC-2024-090924

Contract No. CC-2024-090924

Exhibit: 090924



**CONTINUING EDUCATION &
WORKFORCE DEVELOPMENT**

Proposal Title: Class B Testing

Client Contact

Name: Matt Hanks

Title: County Engineer

Company / Organization Name: Brazoria County

Phone: 979.864.1265

Email: matth@brazoria-county.com

ACC College Contact

Name: Alyssa Bullock

Title: CEWD Coordinator

Phone: 281 756 3765

Email: abullock@alvincollege.edu

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Proposed Scope of Work

Alvin Community College- Corporate College (ACC-CC) submits this proposal to provide the following ELDT, drive – time and testing opportunity to Brazoria County employees.

<u>Courses</u>	<u>Course Hours</u>	<u># of Students</u>
CDL- Class B	60 hours	40 (estimated)

Alvin Community College will provide access to Blackboard curriculum to satisfy the theory component of the training and prior to getting behind the wheel.

Alvin Community College will provide an instructor that will travel to each Brazoria County precinct to provide road and range instruction. Each precinct must have a minimum of 3 employees register to conduct a class.

Alvin Community College will test each Brazoria County employee by precinct at our main campus located at 3110 Mustang Road, Alvin, Tx 77511.

Alvin Community College and Brazoria County will create a schedule for each precinct three weeks prior to start date. Alvin Community College will use the schedule to create a class for each precinct.

All training will take place between Oct 1, 2025 – August 31, 2026

Brazoria County will furnish all required equipment.

Location:

The testing will take place at Alvin Community College. Our instructor will work to determine a schedule for each precinct.

Instruction will take place at each Brazoria County precinct.

Fee(s):

The fee for testing is \$1,750 per student.
The total fee for 40 employees amounts to \$70,000.

Payment will be billed per precinct and after all employees at the precinct have been registered.

Pricing is valid through August 31, 2026.

Thank you for this opportunity. Please feel free to reach out to me with any questions.

Sincerely,

Alyssa Bullock
CEWD Coordinator
Continuing Education & Workforce Development
Office: 281 756 3795
abullock@alvincollege.edu

Training Agreement

Date(s) of Service(s): Oct 1 2025 – Aug 31, 2026

Location of Service: Brazoria County/ACC

Service Start Time: 8:00AM

Service End Time: 5:00PM

Additional Agreement Term(s):

ACC will invoice per precinct and after all employees at each precinct have been registered.

ACC will provide a link to instant enrollment. All Brazoria County employees completing the training will need to register to obtain login information for Blackboard. Blackboard is required to access online curriculum.

ACC will require two weeks' notice prior to each precinct beginning training. ACC will need this time to create and provide instant enrollment.

The Client's Cost: \$ 1,750 Per employee

Equipment/Supplies/Materials Cost: \$ 0

Total Cost: \$ 70,000

Payment Method:

☒ Invoice ☐ Purchase Order

☐ Credit Card PO#

Billing Instructions:

To: Brazoria County

Address: 451 N Velasco, Suite 230

City/State/Zip: Angleton, TX 77515

MSA Scope of Work: Attached to Exhibit A

MSA Contract No.: CC-2024-090924

Exhibit to MSA: 090924

THE CLIENT:

Signature

Date

Printed Name

Title

THE COLLEGE:

Stacy Ebert

Signature

Date

Stacy Ebert

Printed Name

Provost & Vice President of Workforce & Strategy
Title