

**TRAINING REPAYMENT AGREEMENT BETWEEN BRAZORIA COUNTY AND
EMPLOYEE, _____,**

FOR CDL TRAINING

On this day, _____, 20_____, this Agreement is voluntarily made between Brazoria County, Texas (the "County") and _____ (name) ("Employee").

WHEREAS, the County and Employee have determined that it is their respective and mutual best interests for the County to pay for certain expenses associated with Commercial Driver's License ("CDL") training for Employee; and

WHEREAS, the County and the Employee understand that the County is willing to incur certain expenses as named herein, in order to improve the quality of services rendered to its citizens; and

WHEREAS, Employee desires to obtain their CDL in furtherance of their career development, further develop their skills, and intends to utilize the benefit pursuant to this Agreement offered by the County of providing funding for such training; and

WHEREAS, the County will not receive a benefit from investing in Employee's CDL training if the Employee does not continue as an employee of the County for a period of time after receiving the training; and

WHEREAS, the County will therefore suffer a substantial detriment if Employee does not continue as an employee of the County for a period of time after receiving their CDL training;

Now, Therefore, in consideration of the mutual covenants and other considerations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Employee agree as follows:

I. COUNTY'S OBLIGATIONS

1. Training Expenses. The County agrees to pay the fee of \$1,750 on behalf of Employee for their participation in the Alvin Community College CDL training program. This fee includes access for the Employee to the Blackboard curriculum to satisfy the theory component of training ("ELDT"), instruction by an Alvin Community College instructor to provide road and range training, and access and testing at the Alvin Community College main campus.

II. EMPLOYEE'S OBLIGATIONS

2. License. Employee agrees to successfully complete the CDL training program and become a licensed CDL driver – Class B. Employee shall register on Blackboard and complete the ELDT prior to road and range training by an instructor. Employee

shall attend and pass the testing portion of the training at Alvin Community College. Employee agrees thereafter to maintain their CDL license, while an employee of County. Employee shall provide a copy of obtained CDL, including renewals while employed with the County, to the appropriate service center supervisor.

3. Employee responsibilities. Employee shall be responsible for obtaining and providing their permit information to the necessary providers and instructors. Employee shall obtain their DOT physical and drug test, if required, and provide the necessary information regarding their physical prior to any drive time. Employees shall be responsible for obtaining any additional written materials or instructional guides necessary to complete their training and licensing.

4. Repayment Agreement. Employee shall maintain the CDL license and shall continue to work for the County for a period of two (2) years after completion and award of their CDL License. This period shall begin on the day a CDL License is awarded to Employee.

If Employee voluntarily terminates employment or is involuntarily terminated by the County prior to the end of the two-year term, then the Employee shall be obligated to repay the County for the expenses incurred hereunder on a pro rata basis as detailed below.

Amount of time between date of licensure and termination from the County	Percent repayment owed to County	Dollar Amount Owed by Employee to the County
0 – 6 months	100 %	\$1,750.00
6 – 12 months	75%	\$1,312.50
12 – 18 months	50%	\$875.00
18 – 24 months	25%	\$437.50

Upon termination of Employee's employment during the applicable period, the sums as listed in accordance with the timeline shall be become due and payable immediately. **Employee agrees that the sum listed as Dollar Amount Owed by Employee to the County shall be deducted from the final paycheck issued to Employee.** Sums are determined in accordance with the date of issuance of the CDL license and the date of termination of Employee's employment with the County.

The County reserves the right to deduct the sum owed by Employee from any final payments of compensation, including vacation or other benefit due to the Employee at the time of separation.

III. PARTY INFORMATION

5. The County's contact information is as follows:

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

6. The Employee's contact information is as follows:

Employee Name: _____
Address: _____

Telephone: _____
Personal Email: _____

IV. MISCELLANEOUS

7. **"At Will" status.** This Agreement is not an employment contract. The parties expressly acknowledge and agree that this Agreement does not guarantee employment for any particular length of time, nor does it in any way alter the parties' "at-will" employment status. This Agreement does not in any way limit the rights of either party to terminate Employee's employment with the County at any time without notice or cause.

8. **Waiver.** Any delay by County in enforcing any part of this Agreement shall not be deemed a waiver of any of the County's rights or remedies, nor shall any delay be deemed a waiver of any subsequent breach or default by Employee.

9. **Release of Liability.** Employee agrees to hold harmless County and its employees, electees, and/or contractors for any injury that Employee might sustain during such training and licensure opportunity. Employee hereby agrees to release, waive, discharge, and covenant not to sue the County or its officials, electees, agents, employees, or representatives for any and all personal injury, death, or property damage that may arise from participation in the training and licensure the subject of

this Agreement, whether caused by the negligence of the County or its officials, electees, officers, employees, agents, representatives, or otherwise.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE COUNTY FROM ANY LIABILITY OR CLAIM THAT I (EMPLOYEE) MAY HAVE AGAINST THE COUNTY WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM PARTICIPATION IN THE TRAINING AND LICENSURE IN THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY OR OTHERWISE.

10. Severability. Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

11. Venue and Applicable Law. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any action involving this Agreement shall be solely and exclusively in the courts of Brazoria County, Texas.

12. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

13. Entire Agreement. This Agreement embodies in its entirety the sole and only agreement between Employee and the County regarding repayment of the training and licensure as described herein, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this Agreement in connection with such matters. If any provisions in this Agreement conflict with any provisions in any other instrument, the provisions in this Agreement shall control.

14. **Amendments.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated subsequent to the date of this Agreement, and duly executed by the parties hereto.

15. **Certification.** I, _____ (name), Employee, certify I have read and understand this Agreement. I certify that no one has forced me to make this Agreement with the County and I am doing so willingly and voluntarily. I agree with the terms of this Agreement and to repay the County as stated herein.

V. SIGNATURES

EMPLOYEE:

_____ (signature)

Name: _____

Position: _____

Date: _____

BRAZORIA COUNTY, TEXAS

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

VI. RECOMMENDATION

I, Matt Hanks, as the County Engineer, recommend _____ (Employee) for participation in this training opportunity and have reviewed this employee's eligibility for participation in this opportunity.

Matt Hanks, County Engineer