

**COMMISSIONERS' COURT
OF WINKLER COUNTY, TEXAS
REGULAR MEETING**

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, DECEMBER 28, 2020
PLACE: VIRTUAL MEETING

Notice is hereby given that at the Meeting of the above named Commissioners' Court the following subjects will be discussed and appropriate action taken. These subjects may or may not be discussed in the order shown. *All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.*

Pursuant to the Suspension Order by Governor Abbott, the Commissioners Court meeting will be closed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may participate in the meeting through the following video conference link: Zoom – Meeting ID# 4050268443 Password: cc

1. Call Meeting to Order.
2. Consent Agenda Items:
 - (a) Approve November minutes.
 - (b) Receive monthly report of County Treasurer.
 - (c) Approve payroll.
 - (d) Approve bills over \$500.00.
 - (e) Approve claims against county.
 - (f) Receive Monthly Report of Investment Officer.
 - (g) Consider for approval payment to State Farm Fire and Casualty Company for Surety Bond for Bonnie Roberts, Wink Assistant Librarian, for the period of February 22, 2021 to February 22, 2022 in the amount of \$100.00 from budgeted funds.
 - (h) Consider for approval payment in the amount of \$2,000.00 to the Permian Basin Regional Planning Commission for Membership Dues for FY 2020-2021 from budgeted funds.
 - (i) Consider for approval Pipeline Construction and Indemnity Contract between Winkler County and Vee Bar LTD., on the following road crossings:
 - i) County Road 402 for 30" fresh water pipeline;
 - ii) County Road 402 for 30" fresh water pipeline; and
 - iii) County Road 403 for 30" fresh water pipeline.
3. Approve 2020 tax roll.
4. Consider for approval payment to YellowHouse Machinery Co., for repair to John Deere 544K-II for Precinct 1 in the amount of \$5,142.69 from county wide funds.
5. Consider for approval payment to West Texas Water Well Service for the driving range in Wink in the amount of \$10,579.00 from budgeted funds.
6. Consider, discuss, and approve Inmate Agreement between Winkler County and the City of Wink effective January 1, 2021 for housing of city prisoners in Winkler County Law Enforcement Center.

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7. Consider, discuss, and approve Inmate Agreement between Winkler County and Loving County effective January 1, 2021 for housing of Loving County prisoners in Winkler County Law Enforcement Center.
8. Consider for approval payment of unused holiday time for 2020 for Winkler County Sheriff's Department from budgeted funds.
9. Approve revised Winkler County Employee Handbook.
10. Consider for approval requesting and accepting roadway materials in the amount of \$17,926.00 from Texas Department of Transportation under Local Government Assistance Program
11. Consider for approval salary schedule for County employees and elected officials for 2021.
12. Review and appoint members to Winkler County committees.
13. Appoint the following subordinate officers:
 - a. Librarian (Kermit);
 - b. Assistant Librarian (Wink);
 - c. Meals Program Director;
 - d. County Maintenance Engineer;
 - e. Extension Agent of Agriculture;
 - f. Veterans Service Coordinator;
 - g. Senior Citizens Recreation Center Director; and
 - h. Human Resources Director.
14. Designate date of week Commissioners' Court shall convene in regular term each month during the next fiscal year.
15. Consider, discuss, and approve setting two additional Commissioners' Court dates for budget meetings.
16. Approve the application of County Judge, County Auditor, District Clerk, Professional Prosecutor, County Attorney, County Tax Assessor-Collector, County Treasurer, Sheriff, County Clerk, Probation Officer, Juvenile Probation Officer, Librarian, Extension Agent-Agriculture, Justice of the Peace, Precinct 1, and Justice of the Peace Precinct 2 for deputies, assistants, secretaries and stenographers.
17. Consider for approval transfer of unexpended 2020 budgeted funds for specific projects not completed to dedicated committed funds.
18. Discuss and approve the reallocation of committed funds.
19. Discuss and consider end-of-year business.
20. Approve change orders and modifications for Winkler County Courthouse.
21. Approve Winkler County Courthouse construction claims.
22. Approve change orders and modifications for Kermit Community Center.
23. Approve Kermit Community Center construction claims.
24. Approve change orders and modifications for Winkler County Golf Course.
25. Approve Winkler County Golf Course construction claims.
26. Approve change orders and modifications for Winkler County Airport.
27. Approve Winkler County Airport construction claims.
28. Approve Winkler County EMS construction claims.

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29. Receive monthly reports from county officials.
30. Discuss and approve line item adjustments.
31. Discuss and approve budget amendments.
32. Adjourn.

STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 9th day of November, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

- | | |
|--------------------|--|
| Charles M. Wolf | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Hope Williams | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Pam Greene | County Clerk and Ex-Officio
Clerk of Commissioners' Court |

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance..

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve the following consent agenda item(s):

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) Payment to State Farm Fire and Casualty Co. in the amount of \$400.00 for the following surety bonds from budgeted funds:
 - i) Tammie Lujan, County Clerk's office in the amount of \$100.00 for the period of January 2, 2021 to January 2, 2022;
 - ii) Criselda Valenzuela, County Clerk's office in the amount of \$100.00 for the period of January 2, 2021 to January 2, 2022;
 - iii) Carl Garrett, Constable, in the amount of \$100.00 for the period of January 1, 2021 to January 1, 2025; and
 - iv) John Leavitt, Winkler County Golf Course Manager, in the amount of \$100.00 for the period of January 4, 2021 to January 4, 2022.

- (e) Approve request of Kermit Garden Club to use County facilities as follows:
 - i) Winkler County Library November 19, 2020 for Annual Flower Show;
 - ii) Winkler County Community Center March 9 and March 10, 2021 for District 1 Spring Convention; and
 - iii) Winkler County Community Center, 118 N. Poplar, April 15 and April 16, 2021 for Annual Plant Sale.
- (f) Accept donation from Kermit Fundraising Association of nine (9) disc golf baskets to be installed at Winkler County Park in Kermit.
- (g) Payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$2500.00 from budgeted lateral road funds.

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
 Noes: None

On this the 9th day of November, 2020, the Commissioners' Court, after canvassing the election returns for the General Election held on November 3, 2020, finds the results of said election to be correct. A motion was made by Commissioner Stevens and seconded by Commissioner Williams that the results be approved and accepted as canvassed; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
 Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to YellowHouse Machinery, Co., for repair of 2013 John Deere 850K dozer in the amount of 10,993.06 from county wide funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
 Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to keep Texas County and District Retirement System the same as the past year; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
 Noes: None

No action was taken on the request of Commissioner Precinct No. 3 to add money to Winkler County Park in Kermit maintenance budget, to be discussed at next meeting.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to set County holiday schedule for 2021; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County Courthouse change orders and modifications for the Court to consider at this time.

There were no Winkler County Courthouse construction claims for the Court to consider at this time.

There were no Kermit Community Center change orders and modifications for the Court to consider at this time.

There were no Kermit Community Center construction claims for the Court to consider at this time.

There no Winkler County Golf Course change orders and modifications for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Golf Course construction claims; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Winkler County Airport change orders and modifications; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Winkler County Airport construction claim(s); which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County EMS construction claims for the Court to consider at this time.

A motion was made by Commissioner and seconded by Commissioner to approve Winkler County Golf Course construction claim(s); which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County Golf Course construction claim(s) for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive the Monthly Reports from County Officials; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve the following line item adjustments; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve the following budget amendment(s); which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 23rd day of November, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present, to-wit:

- | | |
|--------------------|--|
| Charles M. Wolf | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Hope Williams | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Pam Greene | County Clerk and Ex-Officio
Clerk of Commissioners' Court |

Constituting the entire Court, at which time the following among other proceedings were had:

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve the following consent agenda item(s):

- (a) Approve November minutes.
- (b) Receive monthly report of County Treasurer.
- (c) Approve payroll.
- (d) Approve bills over \$500.00.
- (e) Approve claims against county.
- (f) Receive Monthly Report of Investment Officer.
- (g) Approve payment in the amount of \$895.00 to State Farm Fire and Casualty Company for surety bond for Minerva Soltero, Winkler Tax Assessor/Collector for the period of January 1, 2021 to January 1, 2025 from budgeted funds.
- (h) Approve payment in the amount of \$437.00 to State Farm Fire and Casualty Company for the following Fidelity Bonds form budgeted Funds:
 - i) Winkler County Tax Assessor/Collector for the period of January 1, 2021 to January 1, 2022 in the amount of \$185.00; and

- ii) Winkler County Sheriff's Office for the period of January 1, 2021 to January 1, 2022 in the amount of \$252.00.
- (i) Approve payment to Diamond A Ranch for caliche for County Road 409 in the amount of \$4,900.00 from budgeted funds.

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve Order Prohibiting Certain Fireworks in unincorporated areas of Winkler County effective December 20, 2020 through midnight January 1, 2021; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve Contractor Agreement and attachments between Winkler County and the Area Agency on Aging of the Permian Basin Planning Commission for meals program for period of October 1, 2020 through September 30, 2021; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve payment in the amount of \$38,878.00 to AirMedCare Network for Municipal Life Membership for 2021 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams approve Interlocal Agreement between Regional Public Defender Office Local Government Corporation and Winkler County for legal defense services; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve payment to Mayfield Paper Company in the amount of \$2,579.91 for supplies at Kermit Community Center from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to Hi-Fidelity for Courtroom Audio

Visual Technology Upgrade in the amount of \$42,426.13; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

Bids were opened at this time for the EMS Station.

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve payment in the amount of \$1,500.00 for annual surface lease to University of Texas System, University Lands for Winkler County Airport from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve payment to Tescoco Energy Services for electrical repair to the MHMR building in the amount of \$5,363.33 from contingency; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment in the amount of \$2,750.00 to Villalobos Insurance Agency for accident insurance for Kermit Volunteer Fire Department and Wink Volunteer Fire Department from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Williams to approve proposal from Guardian Security Solutions, LC for installation of four (4) additional security cameras at Winkler County Recreation Center in an amount not to exceed \$3,300.00 from Recreation Center maintenance budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve repairs to the driving range water well in Wink by West Texas Water Well Service in the amount of \$8,151.50 from budgeted funds; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve proposed expenditures for Precinct No. 3; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson

Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to review and consider for approval advertising for bids for purchase of gasoline for county fleet vehicles for 2021 calendar year; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County Courthouse change orders and modifications for the Court to consider at this time.

There were no Winkler County Courthouse construction claim(s) for the Court to consider at this time.

There were no Kermit Community Center change orders and modifications for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Kermit Community Center construction claims; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County Golf Course change orders and modifications for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve the following construction claims for the Winkler County Golf Course; Tesco in the amount of \$14,954.61 and West Texas Water Well in the amount of \$26,747.25; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

There were no change orders and modifications for the Winkler County Airport for the court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve construction claims for the Winkler County Airport; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

There were no Winkler County EMS construction claims for the court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive monthly reports from county officials; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve line-item adjustments; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve budget amendments; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK



2702 Ireland Grove Road
Bloomington, IL 61709-0001

301

AT1 000242.0001... L-08- 6605-FBE7 M F

ROBERTS, BONNIE
PO BOX 0
KERMIT TX 79745-6014



ST-1
0101-1001

Address: Same as Mailing Address

Obligee: WINKLER COUNTY

BILLING RECORD	
POLICY NUMBER	93-BT-9018-S
Surety Bond FEB 22 2021 to FEB 22 2022	
DATE DUE	SEE BALANCE DUE NOTICE
FEB 22 2021	\$100.00
Coverages and Limits	
Surety Bond	\$5,000
Annual Premium Amount Due	\$100.00
	\$100.00

ADJUSTORS OFFICE

Agenda 12/28/20

230-0340

Premium payment in full is required for bonds. If bond is no longer needed, please contact your agent.

138-3076 I.B. 10-11-2010 (01/13/09/9c)

Thanks for letting us serve you...

Agent JERRY PHILLIPS
Telephone (432) 586-3798 or (432) 586-6107

Moving? See your State Farm agent.
See reverse for important information.

Prepared
DEC 10 2020

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PERMIAN BASIN REGIONAL PLANNING COMMISSION

2910 La Force Blvd., PO Box 60660

Midland, TX 79711-0660

432/563-1061 Fax 432/563-1728



INVOICE

December 15, 2020

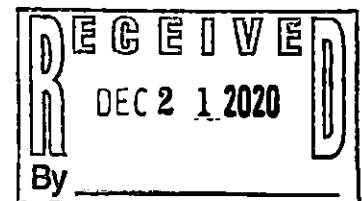
ATTN: The Honorable Charles Wolf
Winkler County Judge
P.O. Drawer Y
Kermit, Texas 79745

DATE	DESCRIPTION	CHARGES	BALANCE
12/15/2020	Permian Basin Regional Planning Commission Membership Dues for FY 2020-2021	\$2,000.00	\$2,000.00
	2010 Census Population: 7,110		
	Amount Due by 2/15/2021		\$2,000.00

- A) Each county and city shall pay 20 cents (\$.20) per capita or the sum of \$2,000.00 for counties and \$1,000.00 for cities, whichever is greater. The appropriate population index to establish the per capita obligation of each county and city will be determined by the results of the last Federal census conducted;
- B) Each college and/or university shall pay the sum of \$1,000.00;
- C) All other member governmental units shall pay \$100.00.

MAKE CHECKS PAYABLE TO PBRPC

Please forward payment to:
Permian Basin Regional Planning Commission
Attn: Deanna Franco
P.O. Box 60660
Midland, TX 79711-0660



**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **(Vee Bar, LTD.)**, Applicant, which makes this a contract governing the installation of a **(fresh water line)** pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **(Vee Bar, LTD.)**. Winkler County agrees to grant **(Vee Bar, LTD.)** at their expense, the right to construct (i.e. road crossing for 30" pipeline) at County Road 402 . (31.769379, -103.098779)
31°46'09.8"N
103°05'55.6"W

2. CONDITIONS

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. ~~Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.~~
- d. ~~The bore shall be no less than twenty feet (20') from the road on each side.~~
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. ~~Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.~~
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested

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- by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
 - p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
 - q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
 - r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
 - s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
 - t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
 - u. The costs associated with the location and identification of (Vee Bar, LTD.)'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
 - v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of

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this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.

- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

- 7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
- 8. (Vee Bar, LTD.) hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
- 9. (Vee Bar, LTD.) hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
- 10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, (Vee Bar, LTD.) agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.

11. Should (Vee Bar, LTD.) fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, (Vee Bar, LTD.) agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. (Vee Bar, LTD.) is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the ___ day of _____, 20 _____, the minutes of which duly reflect the same.

WINKLER COUNTY

By _____
Charles M. Wolf
Winkler County Judge

(Vee Bar, LTD.)

By 
Printed Name **SAMANN VEST WATKINS**

Title PRESIDENT OF SAM VEST, INC.
GENERAL PARTNER OF VEE BAR, LTD
Address P.O. BOX 1179, KERMIT, TX 79745

Telephone 432-586-6661

Cellular Telephone 432-556-8373
Fax 432-586-6669



**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

State of Texas
County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **(Vee Bar, LTD.)**, Applicant, which makes this a contract governing the installation of a **(fresh water line)** pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **(Vee Bar, LTD.)**. Winkler County agrees to grant **(Vee Bar, LTD.)** at their expense, the right to construct (i.e. road crossing for 30" pipeline) at County Road 402 . (31.778136, -103.104027)
31°46'41.3"N
103°06'14.5"W

2. **CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. ~~Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.~~
- d. ~~The bore shall be no less than twenty feet (20') from the road on each side.~~
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. ~~Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.~~
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested

- by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
 - p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
 - q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
 - r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
 - s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
 - t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
 - u. The costs associated with the location and identification of (Vee Bar, LTD.)'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
 - v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of

SAW

this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.

- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

- 7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
- 8. (Vee Bar, LTD.) hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
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Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the ___ day of _____, 20 _____, the minutes of which duly reflect the same.

WINKLER COUNTY

By _____
Charles M. Wolf
Winkler County Judge

(Vee Bar, LTD.)

By *Samann Vest Watkins*
Printed Name SAMANN VEST WATKINS

Title PRESIDENT OF SAM VEST, INC.
GENERAL PARTNER OF VEE BAR, LTD
Address P.O. BOX 1179, KERMIT, TX 79745

Telephone 432-586-6661

Cellular Telephone 432-556-8373
Fax 432-586-6669

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **(Vee Bar, LTD.)**, Applicant, which makes this a contract governing the installation of a **(fresh water line)** pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas and (Vee Bar, LTD.)**. Winkler County agrees to grant **(Vee Bar, LTD.)** at their expense, the right to construct (i.e. road crossing for 30" pipeline) at County Road 403 . (31.804015, -103.103237)
31°48'14.5"N
103°06'11.7"W

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When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
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Saw

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WINKLER COUNTY

By _____
Charles M. Wolf
Winkler County Judge

(Vee Bar, LTD.)

By *Samann Vest Watkins*
Printed Name SAMANN VEST WATKINS

Title PRESIDENT OF SAM VEST, INC.
GENERAL PARTNER OF VEE BAR, LTD
Address P.O. BOX 1179, KERMIT, TX 79745

Telephone 432-586-6661

Cellular Telephone 432-556-8373

Fax 432-586-6669

SWT

YELLOWHOUSE MACHINERY CO.

Yellowhouse Machinery Co.
 12230 West Hwy 191
 Midland, TX 79707
 Phone: 432-580-3337
 Fax: 432-580-3464
 invoices@yellowhouse.us

[Handwritten initials]

Amarillo, TX
 (806) 335-1681

Abilene, TX
 (325) 677-2291

Tulsa, OK (Sand Springs)
 (918) 245-5926

Lubbock, TX
 (806) 763-0473

Midland-Odessa, TX
 (432) 580-3337

Enid, OK
 (580) 233-5000

Wichita Falls, TX
 (940) 322-3337

San Angelo, TX
 (325) 651-3337

McAlester, OK
 (918) 423-2555

Dalhart, TX
 (806) 884-4994

Broken Bow, OK
 (580) 584-3222



JOHN DEERE

ENTERED

Invoice To Account No: 99000

Deliver To:

SERVICE INVOICE

WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745	WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745	Invoice Number: 584084	Invoice Date: 12/9/2020
Bus Phone: 432-586-3161	Bus Phone: 432-586-3161	Location: 04	Work Order Number: 102952
Prv Phone:	Prv Phone:	Payment Type: Account	Page: 5 of 5

Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 544K-II	1493	1DW544KZVHF684064	HF684064	

Gen1- Retail TY25879A-CR	CORE for Wet Charged Battery	-2.00	27.00	27.00	(\$54.00)	N
Labor: \$290.00	Parts: \$408.18	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$698.18		

Miscellaneous Charges:
 Environmental Fees

\$76.00

*** DOCUMENT COPY ***

Customer PO No:
 Tax Exempt No: GOVT
 Advisor: ALEX ALBRECHT



Labor:	\$2,875.35
Parts:	\$1,655.84
OL&M:	\$0.00
Misc:	\$611.50
Sales Tax:	\$0.00
Grand Total:	\$5,142.69

RECEIVED
 DEC 13 2020
 AUDITOR'S OFFICE

A1 JD 544K Ldr.
 Agenda 12/28/202

[Handwritten signature]

TERMS AND CONDITIONS

Terms Net 10th. All accounts not paid by 10th of month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5%. This is an ANNUAL RATE of 18% applied to the previous months balance without deducting current payments and/or credits. All accounts remit to: Yellowhouse Machinery Co., PO Box 31388 Amarillo, TX 79120.

31109.00

Received by: Date:



Yellowhouse Machinery Co.
 12230 West Hwy 191
 Midland, TX 79707
 Phone: 432-580-3337
 Fax: 432-580-3464
 invoices@yellowhouse.us

Amarillo, TX (806) 335-1681
 Abilene, TX (325) 677-2291
 Tulsa, OK (Sand Springs) (918) 245-5926
 Lubbock, TX (806) 763-0473
 Midland-Odessa, TX (432) 580-3337
 Enid, OK (580) 233-5000
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 San Angelo, TX (325) 651-3337
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 Dalhart, TX (806) 884-4994
 Broken Bow, OK (580) 584-3222



SERVICE INVOICE

Invoice To Account No: 99000

Deliver To:

WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745 Bus Phone: 432-586-3161 Prv Phone:	WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745 Bus Phone: 432-586-3161 Prv Phone:	Invoice Number: 584084 Invoice Date: 12/9/2020 Location: 04 Work Order Number: 102952 Payment Type: Account Page: 1 of 5
--	--	--

Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 544K-II	1493	1DW544KZVHF684064	HF684064	

Ode Service call Retail
 COMPLAINT:
 01 Service Call

CAUSE:
 X541449

2,000 hr srvc

CORRECTION:
 X541449

544K
 PIN: 1DW544KZVHF684064
 Hours: 1,493

Mileage: 19,974- 20,093
 Total mileage: 119 miles

Plus 50 engine oil start 1,709 finish 1,729 total 20 quarts
 Hy Gard start 112 finish 128 total 19 gallons
 (TY24502) Grease total 1 lbs

Miscellaneous	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
MIL SVC 13	MILEAGE SVC#13 LM380516	119.00	2.25	2.25	\$267.75	N
MIL SVC 18	MILEAGE SVC #18 LM385979	119.00	2.25	2.25	\$267.75	N
Labor: \$627.85		Parts: \$0.00	OL&M: \$0.00	Misc: \$535.50	Sub-Total: \$1,163.35	

Gen- Retail
 COMPLAINT:
 02 2000 hour service

CAUSE:
 Routine maintenance

CORRECTION:



Yellowhouse Machinery Co.
 12230 West Hwy 191
 Midland, TX 79707
 Phone: 432-580-3337
 Fax: 432-580-3464
 invoices@yellowhouse.us

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JOHN DEERE

Invoice To Account No: 99000

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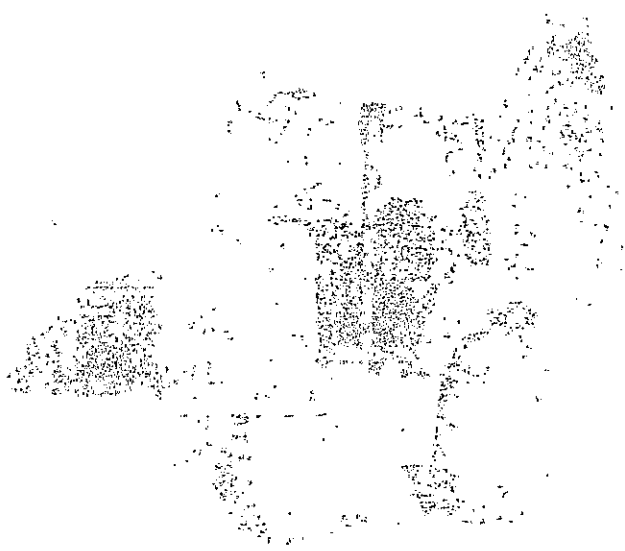
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		Payment Type: Account
		Page: 2 of 5

Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 544K-II	1493	1DW544KZVHF684064	HF684064	

Gen- Retail

- Change air cleaner element(s)
- Change axle oil filter(s)
- Change cab air and recirculation filters
- Change DEF dosing unit filter(s)
- Change DEF header suction filter and baffle
- Change engine oil and filter element
- Change front axle housing oil
- Change fuel tank breather
- Change hydraulic reservoir breather
- Change open crankcase vent filter
- Change pin seals (if pin seal serviced)
- Change primary and final fuel filter
- Change rear axle housing oil
- Change transmission filter element(s)
- Change transmission oil
- Check air intake system
- Check and clean battery
- Check and clean dust unloading valve
- Check coolant condition
- Check engine coolant level
- Check engine valve clearance
- Check hydraulic oil level
- Check ride control accumulator
- Clean axle oil recirculation screens
- Drain and refill park brake oil
- Lubricate axle shaft seals
- Lubricate frame hinge pivots
- Lubricate linkage and pivot points
- Lubricate shaft seals on park brake
- Lubricate universal joints and shafts
- Replace air cleaner dust unloader valve
- Reset clutch calibration on cab display unit
- Take diesel fuel sample
- Take engine coolant sample
- Take engine oil sample
- Take front axle differential oil sample
- Take hydraulic oil sample
- Take rear axle oil sample



Take transmission oil sample Maintenance Action Parts Change air cleaner element(s) AT178516 1 AT178517 1 Change axle oil filter(s) AH128449 2 Change cab air and recirculation filters AT191102 1 AT307501 1 Change DEF dosing unit filter(s) RE554498 1 Change DEF header suction filter and baffle DZ103739 1 Change engine oil and filter element PLUS-50 II 20.8 qt. RE539279 1 Change front axle housing oil HY-GARD 23.2 qt. Change fuel tank breather H216169 1 Change hydraulic reservoir breather T225008 1 Change open crankcase vent filter DZ105100 1 Change pin seals AT228893 4 AT341090 4 T277593 4 Change primary and final fuel filter RE556406

YELLOWHOUSE MACHINERY CO.

Yellowhouse Machinery Co.
12230 West Hwy 191
Midland, TX 79707
Phone: 432-580-3337
Fax: 432-580-3464
invoices@yellowhouse.us

Amarillo, TX
(806) 335-1681

Abilene, TX
(325) 677-2291

Tulsa, OK (Sand Springs)
(918) 245-5926

Lubbock, TX
(806) 763-0473

Midland-Odessa, TX
(432) 580-3337

Enid, OK
(580) 233-5000

Wichita Falls, TX
(940) 322-3337

San Angelo, TX
(325) 651-3337

McAlester, OK
(918) 423-2555

Dalhart, TX
(806) 884-4994

Broken Bow, OK
(580) 584-3222



JOHN DEERE

Invoice To Account No: 99000

Deliver To:

SERVICE INVOICE

WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745	WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745	Invoice Number: 584084	Invoice Date: 12/9/2020
Bus Phone: 432-586-3161	Bus Phone: 432-586-3161	Location: 04	Work Order Number: 102952
Prv Phone:	Prv Phone:	Payment Type: Account	Page: 3 of 5

Make/Model: JOHN DEERE-544K-IL	Meter: 1493	Serial Number: 1DW544KZVHF684064	Eq ID: HF684064	Fleet No:
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1Change rear axle housing oil HY-GARD 18 qt. Change transmission filter element(s) AT468647 1Change transmission oil HY-GARD 23.2 qt. Check air intake system Check and clean battery Check and clean dust unloading valve Check coolant condition TY26605 1Check engine coolant level Check engine valve clearance R528743 1Check hydraulic oil level Check ride control accumulator Clean axle oil recirculation screens Drain and refill park brake oil HY-GARD 1 qt. Lubricate axle shaft seals Lubricate frame hinge pivots Lubricate linkage and pivot points Lubricate shaft seals on park brake Lubricate universal joints and shafts Replace air cleaner dust unloader valve R48568 1Reset clutch calibration on cab display unit Take diesel fuel sample AT180344 1Take engine coolant sample TY26873 1Take engine oil sample AT346594 1Take front axle differential oil sample AT346594 1Take hydraulic oil sample AT346594 1Take rear axle oil sample AT346594 1Take transmission oil sample AT346594 1

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AT178516	FILTER ELE	1.00	51.24	51.24	\$51.24	N
AT178517	FILTER ELE	1.00	37.73	37.73	\$37.73	N
AT191102	AIR FILTER	1.00	13.83	13.83	\$13.83	N
AT307501	AIR FILTER	1.00	16.99	16.99	\$16.99	N
AT315231	TEST/MEASU	5.00	2.23	2.23	\$11.15	N
AT335977	FILTER ELEME	1.00	161.25	161.25	\$161.25	N
AT346594	KIT-oil sample	5.00	16.26	16.26	\$81.30	N
AT367635	HYDRAULIC	2.00	81.01	81.01	\$162.02	N
AT468647	OIL FILTER	1.00	51.68	51.68	\$51.68	N
DZ105100	Filter Element	1.00	38.24	38.24	\$38.24	N
DZ114640	FILTER KIT	1.00	120.36	120.36	\$120.36	N
DZ115391	Filter Element	1.00	36.31	36.31	\$36.31	N
DZ115392	FILTER ELE	1.00	42.74	42.74	\$42.74	N
H216169	BREATHER	1.00	33.75	33.75	\$33.75	N
R48568	VALVE	1.00	14.35	14.35	\$14.35	N
R502513	SEAL	1.00	9.21	9.21	\$9.21	N
R528743	GASKET	1.00	45.67	45.67	\$45.67	N
RE539279	OIL FILTER	1.00	23.75	23.75	\$23.75	N
TY22028-18	HYGARD LM385979	17.00	11.81	11.81	\$200.77	N
TY24502	GREASE	1.00	3.76	3.76	\$3.76	N



Yellowhouse Machinery Co.
 12230 West Hwy 191
 Midland, TX 79707
 Phone: 432-580-3337
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 (806) 884-4994

Broken Bow, OK
 (580) 584-3222



JOHN DEERE

Invoice To Account No: 99000

Deliver To:

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WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745 Bus Phone: 432-586-3161 Prv Phone:	WINKLER COUNTY AUDITOR DRAWER 0 KERMIT TX 79745 Bus Phone: 432-586-3161 Prv Phone:	Invoice Number: 584084 Invoice Date: 12/9/2020 Location: 04 Work Order Number: 102952 Payment Type: Account Page: 4 of 5
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Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 544K-II	1493	1DW544KZVHF684064	HF684064	

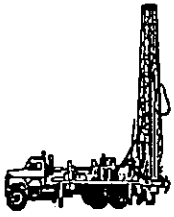
Gen- Retail							
TY26101	BRAKE CLEANER ^	2.00	6.18	6.18	\$12.36	N	
TY26682-18	PLUS 50 LM385979	22.00	3.60	3.60	\$79.20	N	
Labor: \$1,957.50	Parts: \$1,247.66	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$3,205.16			

Gen1- Retail
 COMPLAINT:
 03 Batteries

CAUSE:
 Won't start
 Customer requested batteries - stated they were having to charge them daily

CORRECTION:
 Load tested batteries, came back weak together, did a voltage loss under load test (lost almost 10 volts during that test). Separated the two batteries and load tested them individually. The inside battery tested bad under a load.
 Replaced both batteries

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
TY25879A	Wet Charged Battery	2.00	231.09	231.09	\$462.18	N



WEST TEXAS WATER WELL SERVICE

3410 Mankins Ave.
Odessa, Texas 79764

Phone (432) 530-2696
Fax (432) 381-7853

INVOICE 28859

WINKLER CO

BILL TO:

Winkler County
C/O Auditor
PO Drawer 0
Kermit, TX 79745

SHIP TO:

Winkler Co.
% Auditor
PO Drawer 0
Kermit, TX

DATE		LEASE		Origin		TERMS	
11/30/20		Winkler County Pct				Net 30	
PURCHASE ORDER NUMBER			ORDER DATE	SALES REPRESENTATIVE			RIG NUMBER
			11/30/20				36196
REQUIRED	SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
				Location: Winkler County PCT 2 Ordered By: Mike Hardway 432-530-7966			
1	1			15 HP Submersible Pump & Motor	4990.00	4990.00	
1	1			260FT- 3" Certa Lok PVC Drop Pipe	2815.00	2815.00	
2	2			3" S.S. Certa Lok Adapters	200.00	400.00	
1	1			Deep Well Splice Kit	35.00	35.00	
1	1			Pressure Gauge	25.00	25.00	
4	4			2" Pipe Tape Rolls	16.00	64.00	
	10			Labor- To Pull and Repair the Above Equipment	225.00	2250.00	
						Invoice subtotal	10579.00
						Invoice total	10579.00
DUE & PAYABLE IN ECTOR COUNTY, TEXAS							

INMATE AGREEMENT

This agreement is entered into effective January 1, 2021 between Winkler County, Texas, and the City of Wink, Texas, upon the following terms and conditions:

I

Winkler County and City of Wink agree that Winkler County will house, furnish meals, support and confine (collectively hereinafter referred to as confine) in the Winkler County Law Enforcement Center, any person (except juveniles) arrested by the City of Wink and charged by complaint with an offense within the jurisdiction of Wink Texas. Such person is classified as a City of Wink prisoner.

II

City of Wink may process any City of Wink prisoner through its identification procedure, if it desires, prior to presenting any prisoner to Winkler County, and Winkler County will book, fingerprint, and photograph all City of Wink prisoners at the Winkler County facility. Personal property of any City of Wink prisoner may be inventoried and kept by City of Wink or Winkler County, and the entity in possession of the property shall be responsible therefore.

III

Winkler County will release any City of Wink prisoner upon order by the Municipal Court, other Court of competent jurisdiction or written direction of a City of Wink Peace Officer. Any City of Wink prisoner, who in the judgment of the Sheriff or his designee, is a danger to himself or may require regular medication, may be released by Winkler County for medical treatment or to a responsible adult person upon written acknowledgement to be responsible for the City of Wink prisoner.

IV

Winkler County may present any City of Wink prisoner to any Judge of competent jurisdiction for determination if the City of Wink prisoner shall remain in custody.

V

Winkler County shall notify City of Wink when a City of Wink prisoner requires medical treatment and City of Wink shall immediately take the City of Wink prisoner for medical treatment; however, Winkler County may seek medical treatment for a City of Wink prisoner at any time. City of Wink agrees to pay for or reimburse Winkler County for all medical treatment and hospitalization of any City of Wink prisoner is injured or sick before or after entry into the Winkler County facility.

VI

City of Wink shall be responsible to deliver and pick up City of Wink prisoners at the Winkler County Law Enforcement City Center.

VII

City of Wink agrees to pay Winkler County to confine a City of Wink prisoner at the rate of \$62.00 per day per prisoner, a day being any part of any day before midnight of the same day. City of Wink agrees to pay Winkler County for City of Wink prisoner confinement and any medical expenses paid by Winkler County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from City of Wink current available funds.

VIII

City of Wink agrees to hold harmless Winkler County from any and all claims against Winkler County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack of any thereof and the release of any City of Wink prisoner.

IX

This contract shall be for a term of one (1) year ending December 31, 2021 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

Signed effective the date first above written.

WINKLER COUNTY SHERIFF

WINKLER COUNTY JUDGE

BY: _____

BY: _____

Darin Mitchell

Charles M. Wolf

CITY of WINK CHIEF of POLICE

CITY of WINK MAYOR

BY: _____

BY: _____

Jody Soltero

Eric Hawkins

INMATE AGREEMENT

This agreement is entered into effective January 1, 2021 between Winkler County, Texas, and Loving County, upon the following terms and conditions:

I

Winkler County and Loving County agree that Winkler County will house, furnish meals, support and confine (collectively hereinafter referred to as confine) in the Winkler County Law Enforcement Center, any person (except juveniles) arrested by Loving County and charged by complaint with an offense within the jurisdiction of Loving County. Such person is classified as a Loving County prisoner.

II

Loving County may process any Loving County prisoner through its identification procedure, if it desires, prior to presenting any prisoner to Winkler County, and Winkler County will book, fingerprint, and photograph all Loving County prisoners at the Winkler County facility. Personal property of any Loving County prisoner may be inventoried and kept by Loving County or Winkler County, and the entity in possession of the property shall be responsible therefore.

III

Winkler County will release any Loving County prisoner upon order by the Municipal Court, other Court of competent jurisdiction or written direction of a Loving County Deputy. Any Loving County prisoner, who in the judgment of the Sheriff or his designee, is a danger to himself or may require regular medication, may be released by Winkler County for medical treatment or to a responsible adult person upon written acknowledgement to be responsible for the Loving County prisoner.

IV

Winkler County may present any Loving County prisoner to any Judge of competent jurisdiction for determination if the Loving County prisoner shall remain in custody.

V

Winkler County shall notify Loving County when a Loving County prisoner requires medical treatment and Loving County shall immediately take the Loving County prisoner for medical treatment; however, Winkler County may seek medical treatment for a Loving County prisoner at any time. Loving County agrees to pay for or reimburse Winkler County for all medical treatment and hospitalization of any Loving County prisoner whether the Loving County prisoner is injured or sick before or after entry into the Winkler County facility.

VI

Loving County shall be responsible to deliver and pick up Loving County prisoners at the Winkler County Law Enforcement Center.

VII

Loving County agrees to pay Winkler County to confine a Loving County prisoner at the rate of \$62.00 per day per prisoner, a day being any part of any day before midnight of the same day. Loving County agrees to pay Winkler County for Loving County prisoner confinement and any medical expenses paid by Winkler County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from Loving County current available funds.

VIII

Loving County agrees to hold harmless Winkler County from any and all claims against Winkler County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack of any thereof and the release of any Loving County prisoner.

IX

This contract shall be for a term of one (1) year ending December 31, 2021 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

Signed effective the date first above written.

WINKLER COUNTY SHERIFF

LOVING COUNTY SHERIFF

Darin Mitchell

CHRIS BUSSE

WINKLER COUNTY JUDGE

LOVING COUNTY JUDGE

Charles M. Wolf

Skeet Lee Jones

Winkler County

Employee Handbook

Revised January 2021



1

2

3

DIRECTORY OF ELECTED AND APPOINTED OFFICIALS

ELECTED COUNTY OFFICIALS

COUNTY JUDGE:

Charles M. Wolf

COMMISSIONERS:

Precinct #1 Billy Stevens

Precinct #2 Robbie Wolf

Precinct #3 Victor Berzoza

Precinct #4 Billy Ray Thompson

JUSTICE OF THE PEACE:

Precinct #1 & #3 Keri Jones

Precinct #2 & #4 Glenda Mixon

CONSTABLES:

Precinct #1 & #3 Leon Stroud

Precinct #2 & #4 Carl Garrett

COUNTY TREASURER:

Geneva Baker

TAX ASSESSOR:

Minerva Soltero

COUNTY CLERK:

Pam Greene

COUNTY ATTORNEY:

Tommy Duckworth

SHERIFF:

Darin Mitchell

DISTRICT CLERK:

Sherry Terry

DISTRICT ATTORNEY:

Amanda Navarette

DISTRICT JUDGE:

John Pool 109th District

Revised January 2021

APPOINTED COUNTY OFFICIALS

ADULT PROBATION:

Elvia Hernandez

AUDITOR:

Jeanna Willhelm

BUILDING MAINTENANCE:

Mark Terry

COUNTY EXTENSION AGENT:

Dena Floyd

HUMAN RESOURCES:

Susan Willhelm

WINKLER COUNTY AIRPORT:

WINKLER COUNTY LIBRARY-KERMIT:

Laurie Shropshire

WINKLER COUNTY LIBRARY-WINK:

Bonnie Roberts

JUVENILE PROBATION :

Christi Gonzales

SENIOR CITIZEN'S CENTER:

Robin Hawkins

EMERGENCY MANAGEMENT COORDINATOR:

John Henderson

PERSONNEL MANUAL ACKNOWLEDGMENT

NOTE: A DUPLICATE OF THIS FORM IS TO BE SIGNED BY EACH EMPLOYEE AND FILED IN HIS/HER PAYROLL FILE UPON RECEIPT OF THIS HANDBOOK.

I have received a copy of the Winkler County Personnel Manual that outlines my benefits and obligations as a County employee. I understand that I am responsible for reading and familiarizing myself with the information in this manual and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this manual, I will contact my immediate supervisor or Human Resources Department.

I further understand that the Winkler County Personnel Manual is not a contract of employment. I understand that I am an at will employee my employment may be terminated by either myself or the county, at any time, with or without cause, and with or without notice.

I understand that this policy manual is intended only to provide guidance in understanding Winkler County policies, practices and benefits. I understand that Winkler County retains the right to change this policy manual at any time, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a Winkler County employee, I have a personal responsibility to provide quality service to the public, to achieve the highest degree of safety possible for my fellow workers, to continually make suggestions for improvement, and to display a spirit of team work and cooperation.

I understand that I will be granted compensatory time off in lieu of payment of overtime to the extent provided by law and I may be required to take earned compensatory time off at the County's discretion, unless specifically set by Commissioner's Court.

I have read these policies and understand these policies and I agree to abide by and adhere to these policies.

Date

Printed Employee's Name

Employee's Signature

TO ALL WINKLER COUNTY EMPLOYEES: Texas State Law requires that all governmental entities release the HOME ADDRESS and TELEPHONE NUMBER of its employees if requested to do so. However, the law also provides that this information can be kept private if the employee requests in writing that his/her home address and telephone number not be released. Please indicate below whether or not you wish to have your home address and telephone number released.

_____ I **agree** to have my HOME ADDRESS and TELEPHONE NUMBER released upon request.

_____ I **do not agree** to have my HOME ADDRESS and TELEPHONE NUMBER released upon request.

Date

Employee's Signature

**COUNTY OF WINKLER
COMMISSIONERS COURT ORDER**

WHEREAS the Commissioners Court of Winkler County and the County Judge wish to comply with various laws applicable to public employers in the employment relationship; and

WHEREAS the Winkler County Commissioners Court and the County Judge desire to provide the employees of Winkler County with a uniform format for dealing with various employment related issues; and

WHEREAS the Winkler County Commissioners Court and the County Judge wish to adequately communicate to employees the policies and procedures of the County:

THEREFORE, BE IT RESOLVED that the Winkler County Commissioners Court and the County Judge hereby approve and adopt the WINKLER COUNTY EMPLOYEE HANDBOOK.

ADOPTED THIS _____ DAY OF _____, 20_____

County Judge

Commissioner Pct 3

Commissioner Pct 1

Commissioner Pct 4

Commissioner Pct 2

Witnessed and Attested by: _____

County Clerk

RESOLUTION FOR WINKLER COUNTY

We the undersigned have read the Winkler County Employee Handbook that the Winkler County Commissioner's Court and County Judge has adopted. As ELECTED OFFICIALS of WINKLER COUNTY, we endorse and approve the Employee Handbook. We approve the document as it reflects our commitment to Winkler County employees and it reflects our commitment to conform to appropriate state and federal laws. We agree to be bounded by the terms and conditions of the Winkler County Employee Handbook, as witnessed by our signatures below.

County Clerk

District Clerk

County Treasurer

County Tax Assessor/Collector

County Sheriff

County Attorney

Constable Pct 1

Constable Pct 2

Justice of the Peace Pct 1&3

Justice of the Peace Pct 2&4

District Attorney

County Auditor

PURPOSE OF WINKLER COUNTY EMPLOYEE HANDBOOK

Welcome to Winkler County!

We are excited to have you as an employee of Winkler County. You were hired because the elected official, appointed official, or department head believes you can contribute to the success of Winkler County, and share our commitment to serving the public and our constituents with excellence.

Winkler County is committed to providing excellent service to the public in all of our county offices. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career here.

This employee handbook contains some key policies, benefits, and expectations of Winkler County, and other information you will need. Each elected official may wish to adopt their department policies which complement our Winkler County Employee handbook. Each elected official, appointed official and department have detailed Winkler County policy and procedures manuals. These policies, responsibilities and benefits are subject to constant review and may be updated or modified when the need for change is recognized.

The first step in any successful activity is a clear understanding of the rules that regulate that activity. For this reason, you will be expected to become familiar with all these policies and regulations as soon as possible. **Please keep this handbook ready for reference.**

Your job is essential to fulfilling our mission of serving our county constituents every day and to meet or exceed their expectations. We achieve this through dedicated hard work and commitment from every Winkler County employee. You should use this handbook as a ready reference as you pursue your career with Winkler County. Please consult with your elected official, appointed official, or department head regarding questions you may have concerning this employee handbook.

This edition of the Winkler County Employee Handbook replaces any previous existing manuals.

WELCOME ABOARD!!

Sincerely,

County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

Revised January 2021

A BRIEF OUTLINE OF WINKLER COUNTY GOVERNMENT AND HISTORY

The county was created in 1887 and organized in 1910. It is named for Clinton McKamy Winkler, a colonel in the Confederate Army.

The Courthouse was built in 1929-30 in response to the need for a larger courthouse after the discovery of oil in the county in 1926, this replaced a 1910 structure on the same site. Designed by architect David Castle, the four-story classical revival/beaux arts building features distinctive two-story classical columns, decorative double-doors surrounds and transoms, and paired and triple windows on the second and third floors. A one-story addition was built in the 1950s. In the beginning, the jail was housed on the 4th floor, but in 1999 was moved to the detention center.

County Government plays an important part in the history of County residents as we provide services throughout their lives by recording births, adoptions, marriages, divorces, provide health care to indigents, defense to indigent defendants, certify deaths, and probate wills of the deceased. Texans depend on counties to record land records, register voters, hold elections, and maintain rural roads. Winkler County personnel carry out responsibilities in the justice system on the various courts, law enforcement, probation and housing of inmates awaiting trial or punishment, public safety, health, welfare, veteran, library, and agricultural services as well as various administrative functions.

ABOUT THIS HANDBOOK:

This Handbook/Policy Manual answers employee's most frequently asked questions about the County and its policies and benefits. These policies apply to all employees of Winkler County who report directly to the Commissioners' Court or who work in departments or agencies directly responsible to the Commissioners' Court. They shall also apply to employees of Elected Officials to the extent they are affirmatively adopted by such Elected Official. Commissioners' Court has fiscal responsibility or authority which relates to the employer-employee relationship of Winkler County employees, these policies set forth the position of the Commissioner's Court as guidelines for the information of employees, department heads, and elected officials.

The Winkler County Human Resources office has been designated as the personnel office. Should you have questions about your benefits, the Human Resources office is located in the courthouse on the first floor. The telephone number 432-586-2526. Any questions about your paycheck should be directed to this office. All employees should be aware that placement on the payroll does not constitute a contractual relationship of a specific length of time for employment.

The Human Resources office shall maintain a complete set of the Personnel Policies with all revisions. The policies contained here inform employees of the benefits and obligations on employment with the County. They have been prepared and adopted in order to promote consistent, equitable, and effective practices which will result in high quality public service by both employees and supervisors.

Each employee shall acknowledge receipt, in writing, of a copy of the Employee Handbook, and shall agree to return it in the event of leaving the employment of the County.

The County, with approval of Commissioners' Court, retains the right to modify, change, suspend, cancel or interpret any of its personnel and benefits policies and practices at any time without advance notice, and in its sole discretion, without having to give cause or justification or consideration to any employee.

HOW COUNTY GOVERNMENT WORKS

The basic structure of Winkler County government and the functions it performs are prescribed by State of Texas. The county itself, and many of its office are created by the State Constitution and by State Law.

Commissioner' Court

The Winkler Commissioners' Court is the one body with authority and responsibilities which allow it to affect all areas of County operation. It is composed of five elected officials: The County Judge who is elected county wide, and four County Commissioners, who each are elected by a different geographical are (Precinct) with in the County. As a group, the Commissioners' Court is the chief policy, administrative or executive branch of the County Government. Among its many functions, the Court:

- Sets the Tax Rate
- Adopts the annual budget
- Approves new programs or changes existing ones
- Adopts regulations and policies
- Approves and manages County facilities

The Court carries out these and other specific duties by meeting in regular sessions or special sessions. Decisions of the Court require a majority vote.

Independent Elected Officials

While the Commissioners' Court has the wider range of authority, in some areas state law gives greater authority to other Elected Officials. These Elected Officials – whether they are Judges, the Tax Collector, the Sheriff, etc. – are directly responsible to the voters for performing the duties assigned to their offices. In these areas, while the Court may influence the functions through the budget, the Elected Officials have the policy making and administrative responsibility for their respective offices.

Appointed Offices

State law also prescribes some offices whose directors are appointed by Elected Officials and it allows the Commissioners' Court to create some departments and appoint personnel to run them. The County Auditor, who is appointed by the District Judge, is an example of a state mandated appointed officer. The County Library Director is an example of a position created and filled by the Commissioners' Court.

Coordination and Operation

The mixture of independent and group authority, elected and appointed officials, and exclusive and shared power requires intra-County cooperation and coordination. To function effectively, Winkler County activities require the various offices and people in them to work as a team.

The Budget

The County Judge serves as the budget officer for the Commissioners' Court of the County. Each year, the County Judge, assisted by the County Auditor, prepares a budget to cover all proposed expenditures of the County Government for the next fiscal year. Development of a budget involves estimating revenues from various sources and working with department heads to determine county

Revised January 2021

needs for the next year. The preliminary budget may include a suggested tax rate to generate adequate revenue to meet estimated expenses. The budget is submitted to the Commissioners' Court and after discussion, evaluation, and public hearings, a final budget is adopted. No money may be spent without certification by the County Auditor to assure the funds are available in the budget item for which they are drawn. The fiscal year for Winkler County is January 1st to December 31st.

Law Enforcement

The County Sheriff and the Constables who are elected are charged to investigate crimes and arrest law breakers, but the District Attorney must prosecute them. Elected Judges preside over their trials. If convicted, they may be supervised by appointed probation officers or be sentenced to the County Jail – supervised by the Sheriff.

EMPLOYEE HANDBOOK

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WINKLER COUNTY **EMPLOYEE HANDBOOK**

EMPLOYMENT AT-WILL

1. All employment with Winkler County shall be considered "**At Will**" employment. No contract shall exist between any individual & Winkler County for any duration either specified or unspecified. No provision of this employee handbook shall be construed as modifying your employment at will status.
2. Employment with Winkler County may be terminated, for any legal reason, or no reason, at any time, either with or without notice.
3. Winkler County shall also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice.
4. Employees of Winkler County will have the right to leave their employment with Winkler County at any time with or without notice.

GENERAL

POLICIES

Revised January 2021

A-1 EMPLOYEE STATUS

Each county position has an employee status that identifies how the position is paid and how benefits are granted by Commissioner's Court. The status of an employee cannot be changed without approval of the Commissioners Court.

DEFINITIONS OF EMPLOYEE STATUS

- a. Appointed Officials - those department heads/supervisors who are non-elected, but rather appointed, by the Winkler County Commissioners' Court or the 109th Judicial District Judge in accordance with state law.
- b. Exempt - employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and who are exempt from the overtime pay requirement.
- c. Non-exempt - employees whose positions do not meet FLSA exemption test and who are given compensation time off, at one and a half time their regular rate, for hours worked in excess of 40 hours per week or as specifically set by the Commissioner's Court in special cases.
- d. Full-time - employees scheduled to work 30 or more hours per week. Full-time employees are eligible for all employee benefits stated herein when applicable service requirements are met. Employees may be exempt or non-exempt.
- e. Part-time - employees scheduled to work less than 30 hours per week. All part-time employees must be placed on retirement regardless of the hours worked per week.
- f. Temporary/Seasonal- employees who are hired for a specific duration of time or until a specific project is completed on a temporary or seasonal basis with an expected end date of employment. Employees shall be paid on an hourly basis and hours will vary. These employees receive no benefits and are not eligible for retirement.

All employees are considered "at will" employees & employee status shall not be considered a contract of employment.

A-2 EQUAL OPPORTUNITY

It shall be the policy of Winkler County to be an equal opportunity employer. The county will not discriminate on the basis of race, color, religion, national origin, sex, age, including lesbian, gay, bi-sexual or transgender status, genetic information, pregnancy, veteran status, and disability or any other condition or status protected by law in hiring promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs or any other benefit, condition, or privilege of employment except where required by state or federal law or where a bona fide occupational qualification exists

If an employee needs an accommodation as a result of a condition or status protected by law, please advise the elected official, appointed official, department head, or Human Resources.

A-3 AMERICANS WITH DISABILITIES

Winkler County is committed to the fair and equal employment of individuals with disabilities. It is Winkler County's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the County. In accordance with the Americans with Disabilities Act (ADAA) as amended, reasonable accommodations will be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs, or to enjoy the equal benefits and privileges of employment.

This policy applies to all applicants for employment, and all employees. If an applicant or employee requires an accommodation, contact an elected official, appointed official, department head, or Human Resources. Reasonable accommodation shall be determined through the interactive process of consultation with the disabled individual and, where deemed necessary, through consultation with outside resources.

It is the policy of Winkler County to prohibit any harassment of, or discriminatory treatment of employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment, or has witnessed such treatment, the situation should be reported to your elected official, appointed official, department head, county attorney, or Human Resources. All elected officials, appointed officials, dept heads, and employees with responsibilities requiring knowledge are instructed to treat the employee's disability with confidentiality.

A-4 IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Verification Form I-9 and present appropriate documents establishing identity and employment eligibility within the prescribed timeframe. Employees that are required to update their immigration records must do so prior to the expiration of their documents in order to continue employment.

A-5 NEPOTISM (HIRING OF RELATIVES)

Texas Government Code Chapter 573 states a public official of Winkler County is prohibited from appointing or hiring an individual related within the third degree of consanguinity (blood) or within the second degree of affinity (marriage) to work in a department that he or she supervises or exercises control over. Winkler County forbids the practice of nepotism in hiring employees or awarding contracts. No person may be hired who is related within the third degree by consanguinity (blood) or within the second degree by affinity (marriage) to any member of the Commissioners Court, or to the

elected official or department head for whom they would work. Relatives of persons currently employed by Winkler County may be hired only if they will not be a subordinate to the supervising the relative. This policy applies to any relative who has the authority to review or make employment decisions regardless of their position in the organizational hierarchy. The hiring of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

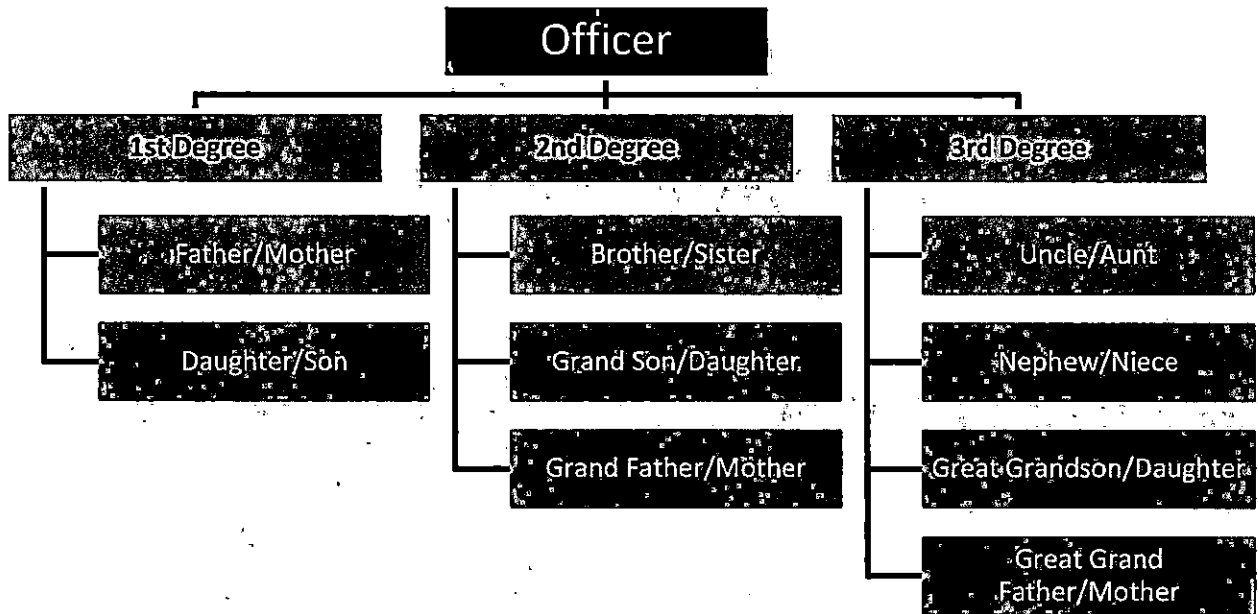
Pursuant to Chapter 573 of the Texas Government Code, if an elected official is newly elected in the election, they supervise relatives only if the relative has already been working in the same position for at least one year prior to the election and will continue to work in that position. If an elected official is newly elected in an election other than the general election, they may supervise relatives only if the relative has already been working in the same position for at least six months prior to the election and will continue to work in that same position. If the elected official is appointed, they may supervise relatives only if the relative has already been working in the same position for at least 30 days.

Current Winkler County employees cannot be transferred into a position that would create a supervisory or reporting relationship for a relative. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days of the relationship establishment, a supervising elected official, appointed official, or department head will decide. In other cases where there is a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

A degree of relationship is determined under Texas Government Code Chapter 573. (See charts that follow).

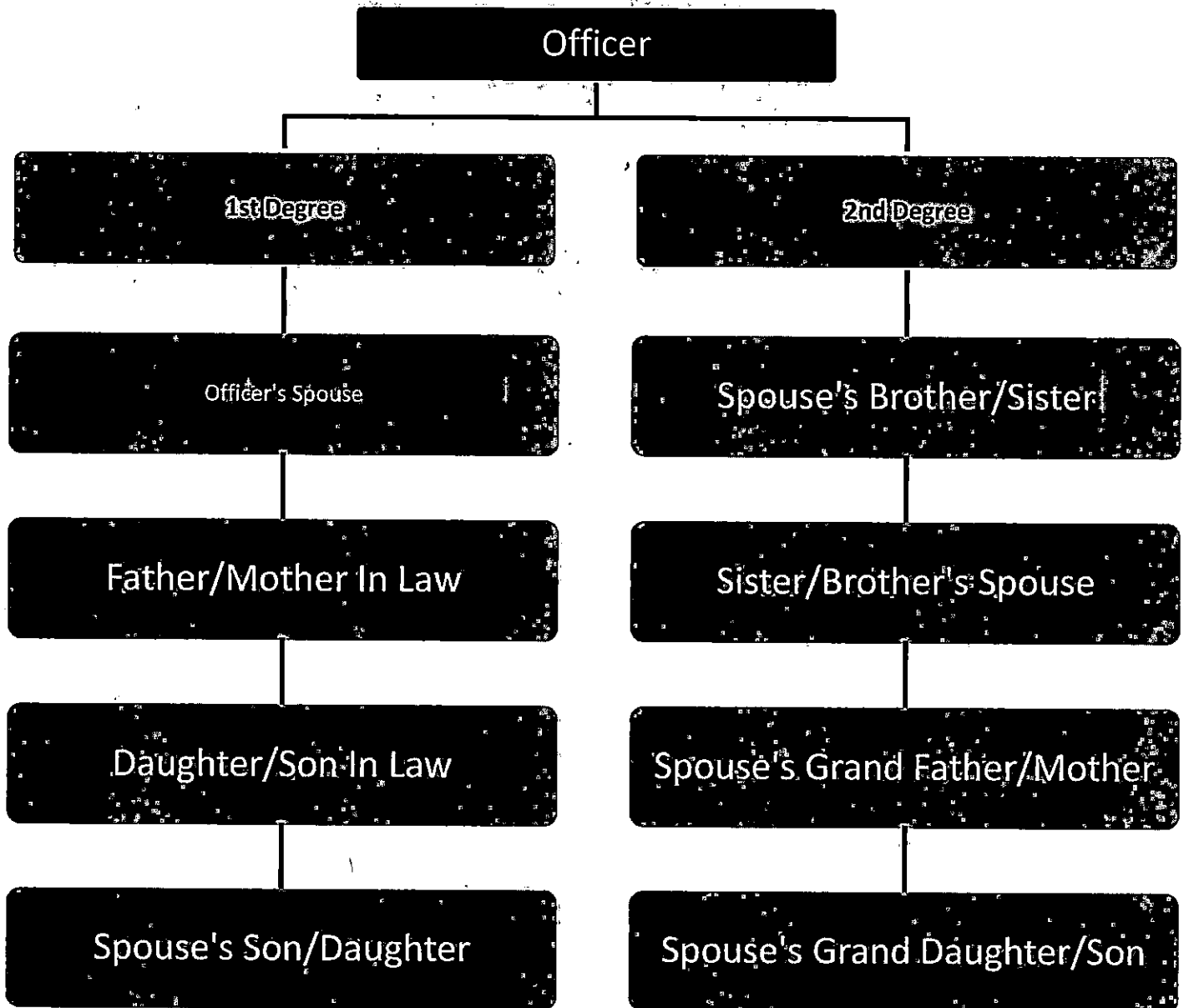
CONSANGUINITY KINSHIP CHART

(Relationship by Blood)



AFFINITY KINSHIP CHART

(Relationship by Marriage)



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A-6 PERSONNEL FILES

The Winkler County Human Resources Department will retain basic employee information in an individual personnel file. This file will include all pertinent employment documents such as resume, application, payroll status, insurance information, tax information, retirement information, and other similar paperwork pertaining to the employee as well as, records concerning performance and compensation.

It is important that the personnel records of Winkler County employees be accurate at all times. In order to avoid issues, compromising your benefit eligibility or having W2's returned,

Winkler County requests employees to promptly notify the Human Resources Department of any change in name, home address, telephone number, marital status, number of dependents, or of any other pertinent information.

The Public Information Act allows county employees to keep certain personal information confidential: home addresses, personal telephone numbers, social security numbers, emergency contact information, and information that reveals whether the employee has family member. This information may be kept private by requesting in writing no later than 14 days after first day of employment not to allow this information to be released to the public. To close or open public access at a later date, submit a request in writing to the Winkler County Human Resources Office.

A-7 ANNIVERSARY DATE

Your anniversary date with the County is the day and month in which you commenced work for Winkler County.

A-8 YOUR SUPERVISOR AND YOU

While working for Winkler County, your Elected/Appointed Official/Supervisor is normally the person who will direct you on what to do, how to do it, and generally assist you in getting acquainted with your job. Your Department Official/Supervisor is the person whom you will be responsible to in the performance of your work. Feel free to make suggestions to your Department Official/Supervisor.

Work with your Supervisor in a spirit of cooperation and together you should be able to work out the answers to most issues.

EMPLOYEE RESPONSIBILITY AND WORK RULES

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B-1 DIVISION OF RESPONSIBILITY

With the exception of matters reserved to the Commissioners' Court, the general and final authority for personnel management rests with the Elected/Appointed Official, who may delegate it as necessary and proper.

The Commissioners' Court has the authority to develop, administer and interpret personnel policies and procedures in accordance with the law.

Elected Officials have the authority and responsibility for the management of their respective departments in accordance with state law.

Subordinate management personnel are responsible for enforcing the provision of these policies and for cooperating with the Commissioners' Court on all related matters pertinent to their organizational units.

No employee will have authority to bind Winkler County into any obligations of contract expressed or implied without written consent from the Commissioners' Court in accordance with state laws.

B-2 ATTENDANCE

Good attendance is an important requirement of all County employees. As a County employee you are expected to be punctual and demonstrate consistent attendance.

Each employee is expected to report to work on each day they are scheduled to work and at the starting time set by their supervisor unless prior approval for absence is given by the employee's supervisor or the employee is unable to report for work because of circumstances beyond the control of the employee.

If an employee is unable to report to work at their normal reporting time, they shall be responsible for notifying their supervisor at least one (1) hour prior to the scheduled start of their shift or as soon as reasonably practicable in the case of an emergency.

Each employee shall remain on the job until the normal quitting time established by the supervisor unless permission to leave early is given by the supervisor.

Supervisors shall be responsible for determining if an unscheduled absence or tardiness is to be classified as excused or unexcused, based on the circumstances causing the absence or tardiness. Frequent unexcused and habitual absences or tardiness may be subject to disciplinary measures, up to and including termination of employment. Also, if you are absent on a Monday or Friday, or the day before or the day after a Holiday, Vacation or a Weekend day, you must have a doctor's note.

Absences of longer than three (3) consecutive days must be reported immediately by the Department Official to the Human Resources Office to ensure compliance with the Family Medical Leave Act.

An employee who does not report for work for three (3) consecutive scheduled work days, and whom fails to notify his or her supervisor, shall be considered to have resigned their position by abandonment.

B-3 EMPLOYEE CONDUCT AND APPEARANCE

It is essential that Winkler County employees act in a professional manner and extend the highest

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courtesy to co-workers and to the public being served. A cheerful and positive attitude is essential to our commitment to customer service. Pleasant telephone manners, good housekeeping and neat work habits along with supportive work values are a must to provide a more effective service to our community.

Winkler County expects all employees to be well groomed, clean, and neat at all times. Each Department supervisor will determine the appropriate type of attire that is acceptable. Employees in safety sensitive positions will dress appropriately in attire which does not hinder their work. Winkler County provides uniforms for the Winkler County Detention Center which is a condition of their employment with Winkler County.

B-4 JURY DUTY

Winkler County employees who are called for jury duty shall receive their regular pay for the period they are called for jury duty which includes the jury selection process and, if selected, the time they actually, serve on the jury. Pay for serving on a jury shall only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule. Any fees paid for jury service may be kept by the employee.

Winkler County employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the County shall be entitled to leave with pay for such period as his/her court attendance may require. If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time shall be charged to vacation, or other eligible paid leave, or leave without pay.

B-5 SMOKE FREE WORKPLACE

Winkler County supports the health and wellness of employees and officials by discouraging the use of tobacco products and vapor delivery devices. Winkler County prohibits the use of tobacco or vapor devices within 15 feet of the entrances to county buildings, within county buildings, and within county vehicles.

B-6 CONFLICT OF INTEREST

Employees of Winkler County shall not engage in any employment, relationship, or activity which could be reviewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce his/her ability to make objective decisions in regard to his/her work and responsibility as a Winkler County employee.

Employees involved in conflict of interest situations shall be subject to discipline, up to and including termination and these actions may have criminal consequences for employees.

Activities which constitute a conflict of interest shall include but not be limited to:

- a. Soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County

or that the employee knows or should know is offered with the intent to influence the employee's performance;

- b. Accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties;
- c. Accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the County;
- d. Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and his/her duties for the County;
- e. Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a County employee in favor of that person.

In an effort to assure a productive and harmonious work environment, persons not employed by Winkler County may not solicit or distribute anything in the workplace at any time for any purpose without department head approval. Winkler County recognizes that employees may have interests in the events and organizations outside the workplace. However, employees may not solicit or distribute items concerning these activities during work time. Working time does not include lunch periods, work breaks or any other periods in which employees are not on duty. Employees also are prohibited from using county equipment to distribute or solicit such items.

From time to time an employee may be given directions from persons other than his or her immediate supervisor or department head. In such cases, it is the employee's responsibility to notify his or her supervisor about the directions, their purpose, and relevant facts of the situation.

B-7 POLITICAL ACTIVITY

Employees of Winkler County shall have the right to support candidates of their choice and to engage in political activity during their personal time. Winkler County employees will not participate in political activities while on county duty, including but not limited to wearing campaign clothing. Employees are expected to remove county uniforms before participating in political activity.

WINKLER COUNTY EMPLOYEES SHALL NOT:

- . Use their official authority or influence to interfere with or affect the result of any election or nomination for office;
- . Directly or indirectly coerce, attempt to coerce, command, or advise another person to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political reason; or
- . Use any equipment, property, building, or material owned by the County for political activity or engage in political activity while on duty for Winkler County.

B-8 HARRASMENT

Winkler County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, genetic information, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct is used as the basis for an employment decision; or (3) the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Winkler County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business.

Employees who feel they have been harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy. Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment or retaliation has occurred, up to and including termination.

B-9 SEXUAL HARASSMENT POLICY

Sexual harassment is strictly prohibited by Winkler County, whether committed by elected official, appointed official, department head, co-worker or non-employee the county does business with. It is the policy of Winkler County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment shall be subject to discipline, up to and including termination of employment. Sexual harassment shall include, but not be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where:

- (1) the submission to such conduct is either an expressed or implied condition of employment; or
- (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or
- (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment shall be handled with discretion, there can be no complete assurance of full confidentiality.

Employees who feel they have been sexually harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Use the following procedures so that your complaint maybe resolved quickly and fairly.

- a. When practical, confront the harasser and ask them to stop the unwanted behavior.
- b. Record the time, place and specifics of each incident, including any witnesses.
- c. Report continuing sexual harassment to the Elected Official or Appointed Official who is responsible for your department or to the County Judge or the County Attorney.
- d. If a thorough investigation reveals that unlawful sexual harassment has occurred, Winkler County will take effective remedial action in accordance with the circumstances, up to and including termination.

Retaliation against an employee who reports sexual harassment or who cooperates as a witness in the investigation is prohibited by law as well as this policy.

Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful sexual harassment or retaliation has occurred, up to and including termination.

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have in regard to sexual harassment charges.

B-10 OUTSIDE EMPLOYMENT

Winkler County facilities or equipment or their association with Winkler County to carry on a private business or profession. Unless express approval is obtained in advance and in writing from their immediate supervisor, county employees should not engage in a profit-making business nor become involved with a non-profit organization outside of their employment with Winkler County that interferes with the employee's assigned duties with Winkler County.

B-11 BREAKS

The Patient Protection and Affordable Care Act amend the Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk. The Texas Right to Express Breast Milk in the Workplace Act also imposes duties on public employers and under state law, is applicable for the duration of a nursing mother's need to express breast milk. Winkler County will provide a paid break up to 20 minutes for nursing mothers, the nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 20 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom, to express breast milk. The location will be shielded from view and free from intrusion and appropriate for expressing breast milk. The location will be determined on a case by case basis. Winkler County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of a child.

All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

B-12 GRIEVANCES

Any employee having a grievance related to his/her job should discuss the grievance with his/her immediate supervisor within seven working days of the occurrence. The Human Resources Department will be available to assist in the attempt to resolve the grievances at this level.

If the discussion with the immediate supervisor does not resolve the grievance, and, if the immediate supervisor is not the elected or appointed official with final responsibility for the employee's department, the employee shall have the right to discuss the grievance with that official.

The decision of the elected or appointed official with final responsibility for the employee's department shall be final in all grievances.

B-13 DISCIPLINARY ACTION

Each supervisor shall have the authority to administer discipline to employees in their department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or County.

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

All County employees are "at will" employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in his/her job.

Winkler County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

DISCIPLINARY SUSPENSION

Investigative suspension is the temporary release from duty for up to five (5) working days of a regular Winkler County employee with pay to permit investigation of apparently serious infractions of Winkler County and/or departmental rules or policies. Upon completion of the investigation the employee may be returned to work without penalty, placed on disciplinary suspension, terminated, or subject to more moderate disciplinary action as deemed appropriate to the circumstances by the responsible department head/official. The facts surrounding investigative suspension shall be documented with a copy to the employee and personnel file. If after five (5) working days the investigation is unable to be completed, the employee shall be moved to an unpaid status.

Disciplinary suspension is the temporary release from duty of a regular Winkler County employee for up to thirty (30) calendar days without pay and is applicable when the responsible department head/official determines that a violation(s) or repetition of violation(s) of Winkler County and/or departmental rules and policies are serious enough to warrant suspension. After thirty (30) calendar days, the Winkler County employee will either be returned to their position or terminated.

Written notice of disciplinary suspension shall be given to the employee with a copy to the Human Resource Department for the employees personnel file and shall include the following:

1. Reason for the disciplinary suspension;
2. Inclusive dates of suspension duration; and
3. Advice to the employee that failure to return to work on the first scheduled work day following the suspension will result in immediate termination.

A Disciplinary Suspension given to an **EXEMPT** employee must be for full work days.

B-14 LICENSE AND CERTIFICATIONS

Winkler County has several positions that require licenses and certifications. It is the responsibility of each employee to maintain all required licenses and certifications. If any employee is unable to renew or loses a license or certification, they must immediately notify their supervisor. If this license is a requirement for the position, the employee may be demoted, transferred or terminated. Under no circumstances will the employee be allowed to continue in the position where a license or certification is required if failure to have such license or certification is illegal under either Federal or State Law.

B-15 WEATHER CLOSING AND EMERGENCIES

As a general practice, Winkler County does not close unless the health, safety, and security of the county is seriously brought into question. When this does happen, the County Judge is responsible for initiating the closing. Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing. However, each elected official controls the working hours of their employees, even in an emergency situation.

Many County departments are continuous operating public safety and service departments. Many County employees will be required to work during emergency closings. Each department head is responsible for designating their own employees and providing alternate information to personnel designated as essential during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

B-16 CONFIDENTIALITY

Winkler County is a public entity; however, some county employees acquire confidential information as a result of their position with the county. This information should be protected. Employees who abuse their position and reveal confidential information they have received as a result of their position may be subject to discipline up to and including termination.

Regarding the personnel information on employees of Winkler County; the County will adhere to all open record requests and such requests will be reviewed and approved by the County Attorney. Information will be released in accordance with Texas State Law and the Public Information Act.

The Public Information Act allows county employees to keep their home addresses, home telephone numbers, social security numbers, emergency contact information, and information related to family members confidential. Employees may keep this information private by requesting in writing no later than 14 calendar days after their first day of employment not to allow this information to be released to the public. If employees wish to close or open public access to their information at a later date, they must submit a request in writing to the Winkler County Human Resources Office.

B-17 CITIZENS

Citizens may come in any form and present many difficult situations. Employees should always handle citizens with extreme care. DO NOT PANIC. Keep calm and, as soon as possible, contact authorities for assistance in any unusual, disruptive or abusive public disturbances in the building and/or office(s).

SOME POINTS TO REMEMBER IN DEALING WITH CITIZENS:

1. Keep calm.
2. Keep your voice low.
3. Get help as soon as possible.
4. Notify the sheriff or police for assistance as soon as possible.

B-18 PERSONAL ITEMS

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Any personal items that are in the work area are not covered by county insurance. Employees will bear all risk of loss. Winkler County is not responsible for any personal items lost, stolen, burned, etc. Winkler County will not be responsible for damages (i.e.: flying debris, etc.) to personal vehicles parked on County premises.

B-19 WHISTLE BLOWERS ACT – RETALIATION PROHIBITED BY STATE LAW

An employee may, in good faith, report an alleged violation of a Winkler County Policy or federal or state law to his or her supervisor, department head, or elected official, unless all of these persons are the alleged perpetrators of the alleged violation of policy or law. If all of the listed persons are alleged to be involved in the violation, the employee may report the allegation to the district attorney. The county will investigate the reported activity.

An official, supervisor, department director, or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes he or she is being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact Human Resources.

An employee with a question regarding this policy should contact Human Resources.

B-20 DRUG AND ALCOHOL POLICY

Winkler County is a drug and alcohol-free workplace. A county employee may not be present at work during a period the employee's ability to perform his or her duties is impaired by drugs or alcohol. The County believes that a drug and alcohol-free workplace will help ensure a healthy, safe, and secure work environment.

This policy applies to all employees of Winkler County regardless of rank or position and shall include full time, part time and temporary employees.

The only exception to this policy is the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

An employee may not unlawfully manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance or drug paraphernalia on County property or while conducting County business not on County property.

An employee may not be under the influence of alcohol or illegal drugs while on County property or while on duty for the County.

An employee may not possess or use unauthorized prescription or over-the-counter drugs while on County property or while on duty for the County. An employee may not use prescription or over-the-counter drugs while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician.

An employee may use prescription and over-the-counter drugs in standard dosage or according to a physician's prescription if the use will not impair the employee's ability to do his or her job safely and effectively. An employee must keep prescription medications used at work in their original container.

An employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician or a pharmacist to determine if the medication could interfere with the safe and effective performance of his or her job duties.

If the use of a medication could compromise an employee's ability to do his or her job or the safety of the employee, fellow employees or the public, the employee must report the condition to his or her supervisor at the start of the workday or use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify company doctor).

A supervisor must treat any information related to an employee's authorized use of prescription medications and any other medical information provided by the employee as confidential information.

An employee having problems with drugs or alcohol is encouraged to seek treatment from a qualified professional. Information on benefits provided for treatment of alcohol and drug abuse problems provided by the County's health plan program is available in the employee's health plan booklet or from the Human Resource Office.

Any employee who violates this policy shall be subject to disciplinary measures up to and including termination.

Any employee who admits to drug use may be terminated. An employee who voluntarily asks for time off to get treatment and recover from a drug or alcohol abuse problem will be given protections as required by law. Upon returning to work from a bona fide inpatient treatment facility, the employee will be subjected to a volunteer drug testing program as often as monthly until there is evidence the employee no longer uses. Failure to comply with the requirements of the post rehabilitative program including refusing the volunteer testing program will result in termination. The post rehabilitative program will last for as long as two years. If at any time the employee tests positive, or refuses the volunteer drug test during this post rehabilitative program the employee will be terminated.

The only exception to this policy is the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

Winkler County will drug test employees who ARE NOT CDL license holders under the following conditions:

B-21 Pre-employment drug testing –

Winkler County has a pre-employment drug testing requirement that must be passed post offer before an employee starts their first day of work. All offers of employment are conditional upon passing a drug and alcohol test. The employee will sign a consent waiver.

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Suspicion-Based Testing

Under the Influence shall be defined as having a blood alcohol concentration of .01 or more.

Reasonable Suspicion – If an employee is having work performance problems or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this drug and alcohol policy where immediate action is necessary, the elected official or supervisor will require that employee to submit to breathe test or urinalysis. The following conditions might be signs of possible alcohol or drug use (not an all-inclusive list):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)
- Flushed face
- Change of speech (faster, slower, slurred)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle Marks
- Change in personality (i.e., paranoia)
- Increased appetite for sweets
- Forgetfulness, performance faltering, poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
- Constant fatigue or hyperactivity
- Smell of alcohol
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes
- Slow reaction rate

Elected Officials or supervisors must take action if they have reason to believe one or more of the above listed conditions is indicated and that the substance abuse is affecting their employee's job performance or behavior. The following steps will be taken:

1. Confront the employee involved and keep him/her under direct observation until the situation is resolved. Inform the employee of the problem with his/her job performance and specific violations of the County Policy.
2. If the supervisor believes, after observing or talking to the employee, that the conduct or performance problem could be due to substance abuse, the employee will be immediately required to submit to a breath test or urinalysis. If the employee refuses to submit to testing for any reason, the employee shall be terminated.
3. Employees will be asked to release any evidence, such as alcohol or drug paraphernalia, relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline, up to and including termination. All confiscated evidence will be receipted for with signatures of either the elected officials or supervisors as well as the employee.
4. The elected official or supervisor will **remove** the employee from the county work station and ensure that the employee is transported to an appropriate collection site and thereafter to the

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employee's residence. Under no circumstances will the employee be allowed to drive a vehicle until a confirmed negative test result is received.

5. The elected official or supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems and present such documentation to the Human Resources Office for filing.

Post-Accident Testing –

All employees directly involved in an on-the-job accident or incident resulting in property damage and/or medical treatment will be required to be tested.

Testing Procedures –

1. The employee will be escorted and driven to the Human Resources for specimen collection and/or testing.
2. The employee will be placed on paid administrative leave until the results of the test are known. The elected official or supervisor will make arrangements to ensure that the employee is safely returned to his/her residence.
3. Under no circumstances, unless required or authorized by law, will alcohol or drug testing information be released without written consent from the employee.

Each employee is expected to cooperate and consent to a drug test when requested under the terms of this policy. Refusal to consent to a drug and/or alcohol test when requested is cause for termination.

Any employee who violates this drug and alcohol policy shall be terminated.

B-22 DRUG AND ALCOHOL- CDL EMPLOYEES

CDL Drivers are an extremely valuable resource for Winkler County's business. Their health and safety are a serious County concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the County to prohibit CDL employees from being under the influence of or using illegal drugs or alcohol during working hours.

The Federal Highway Administration ("FHWA") has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these. All CDL drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of Winkler County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) or alcohol by any CDL driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. Mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement. Winkler County will conduct pre-employment, random, reasonable suspicion and post-accident drug testing in accordance with federal law.

COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY

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C-1 COUNTY PROPERTY USAGE

Each County employee shall be responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to him/her. County employees shall only use equipment, tools, and other County property that they are authorized to use. Personal use of County equipment, supplies, tools, and any other county property is not permitted.

Winkler County office equipment, tools, and any other Winkler County equipment should be properly stored and cared for at the close of each business day.

Any Winkler County employee who damages county equipment or property, either intentionally or negligently, may be subject to disciplinary action and/or dismissal, depending upon the severity of the incident. Improper use may subject you to criminal prosecution.

C-2 TELEPHONE/CELL PHONE USAGE

Winkler County telephones, including cellular phones, are for business purposes only, unless otherwise authorized by the Department Head/Official. They are not to be used for non-work-related communication except in emergency situations.

Employees may also be taxed for any personal calls made or received on County owned cell phones according to the rules and regulations set for by the IRS.

Employees should not use their cellular phones while operating a vehicle. Employees should plan calls to allow placement of calls either prior to traveling or when vehicle is not in motion.

Winkler County bans all employees from texting while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to and/or including loss of CDL.

Employees in possession of a Winkler County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism of those phones and all Winkler County equipment.

The Auditor's Office will coordinate and arrange for personnel to receive cellular phones as approved by the Commissioner's Court.

Monthly invoices sent by the cellular service vendors for all Winkler County furnished cellular phones are directed to the attention of the Auditor's Office.

Personal Cell phone usage policy for Winkler County:

The purpose of this cell phone policy is to form a work environment that is productive and free of distractions.

All employees must operate under this policy, regardless of position. It is the Winkler County's expectation that all cell phones will be off or on silent during normal business hours so normal workflow remains undisturbed. It is expected that employees will only use their personal cell phones for emergencies or while taking an unpaid break. If an employee is operating a motor vehicle or other

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heavy machinery for the company, the employee must refrain from using their cell phone until it becomes safe to do so. The use of head phones/ear buds are not to be used in offices, and/or while operating any county owned equipment.

Failure to follow this cell phone policy will result in disciplinary action up to and including termination.

C-3 INTERNET/E-MAIL POLICY

The use of Winkler County information systems, including computers, fax machines, smart phones, tablet computers and all forms of Internet/Intranet access, is for Winkler County business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in any expense to the County.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the County's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Winkler County computers, networks, and Internet access is a privilege granted by department heads and may be revoked at any time for inappropriate conduct carried out on such systems. Improper use may result in discipline up to and including termination.

Reasonable efforts must be made by all users to preserve the overall security of all computers, e-mail, and Internet systems used by Winkler County. The information in all computer systems must be protected against unintentional damage due to human and technical errors. Doing regular backups for each system can offer some insurance for this. Information Technology will be responsible for protecting the primary or central systems. Each individual user will be responsible for backing up their computer.

Other protective efforts include maintaining an updated, proper and secure password. Passwords should be changed often and never shared. A forgotten password or unauthorized use of a password should be reported to Information Technology at once.

Attempts to access unauthorized information, files or a system are violations of this policy and will result in disciplinary action up to and including termination of employment. Employees that find they accidentally have access to something they should not, should report the gap in security to Information Technology at once. Employees should refrain from investigating any area that they do not have express authority to review.

Winkler County owns the rights to all data and files in any computer, network, or other information system used in the county. Winkler County also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems, Facebook, twitter, etc.) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using county equipment are not private and are subject to viewing, downloading, inspection,

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release, and archiving by county officials at all times. Winkler County has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate county official. No employee shall break any copy right laws, download any illegal or unauthorized downloads. Winkler County monitors its entire informational systems and employees may be subject to discipline up to and including termination for any misuse of county informational systems.

Employees should not bring personal computers to the workplace or connect them to Winkler County electronic systems, unless expressly permitted to do so by their supervisor and or IT department. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Every elected official and employee have a responsibility to maintain and enhance Winkler County's public image and to use the county e-mail and access to the Internet in a productive manner. Messages or information sent by elected officials or employees are a reflection on Winkler County. Each elected official or employee is responsible for the content of all text, audio, or images that they place or send over the county's e-mail and Internet system. Employees are expected to communicate in a professional manner that will reflect positively on them and Winkler County. While some users might include personal "disclaimers" in electronic messages, there is still a connection to the county, and the messages might be tied to the county. Users are encouraged to use some constraint in reacting to messages. Do not send emotional responses.

The following guidelines have been established for using e-mail and the Internet:

The County e-mail and Internet access may not be used for transmitting, retrieving, or storing any communications or materials that are obscene, sexually explicit or X-rated. Winkler County has a zero-tolerance policy in such cases. Such improper use of county equipment will result in immediate termination.

- The County e-mail and Internet access may not be used for transmitting, retrieving, or storing any communications of a discriminatory, or harassing nature. No e-mail messages with derogatory or inflammatory remarks about an individual's race, age, sexual orientation, disability, religion, national origin, physical attributes or sexual preference will be transmitted.
- No abusive, profane, or offensive language is to be transmitted through the county's e-mail system or accessed on the Internet.
- The County e-mail and Internet access may not be used for transmitting, retrieving, or storing a communication that are intended to threaten or instill fear in the recipient.
- Electronic media may not be used for any purpose that is illegal, against county policy, or contrary to the County's best interest.
- Solicitation of non-county business or any use of the county e-mail system or Internet access for personal gain is strictly prohibited.
- No e-mail or other electronic communications may be sent which hides the identity of the sender, represents the sender as someone else, or represents the sender as someone from another company or county. All messages communicated on the county e-mail or Internet system should contain the elected official or employee's name.
- The County Network may not be used to express any views or ideas that are contrary to official policy. All communications must comply with county policy.
- Communications cannot disclose any confidential or proprietary County information.

C-4 TRAVEL REIMBURSEMENT

County officials and employees who are required to travel in the performance of County business shall be reimbursed as detailed here. Travel between home and work is not normally compensable travel, though some circumstances may warrant reimbursement, clarify with your supervisor. Travel reimbursement is intended for travel to locations for training, conferences or symposiums. An official or employee using a private motor vehicle for transportation shall be reimbursed at the Internal Revenue Service rate. Mileage will be allowed for the most direct route on major highways.

When using air travel or other forms of public transportation (including rental automobiles), the maximum reimbursement will be computed by multiplying the round-trip map mileage, plus any local business miles driven in a rented vehicle at the destination, by the rate per mile allowed for private motor vehicle use. The round trip shall be computed from the Winkler County origin to the destination, using the shortest highway mileage between the two points as shown on the official highway travel map of the State Department of Highways and Public Transportation. When public transportation is used, receipts must accompany the expense report. Reimbursement will be paid for actual travel costs up to the maximum computed. You cannot claim mileage on rented vehicles but can be reimbursed for the rental cost.

When two or more employees and/or officials travel in the same vehicle, only one may claim mileage reimbursement. This provision shall not preclude any passenger from receiving reimbursement for other eligible expenses. When two or more employees from the same department are traveling to the same destination to attend the same function, the department head will determine the most practical and economical method of transportation and who will be reimbursed for transportation expense.

Reimbursement for travel and other expenses associated with seminars, conferences, and other meetings shall not exceed the amount provided in the Department's budget.

SAFETY AND HEALTH EMPLOYEE RESPONSIBILITY

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D-1. EMPLOYEE SAFETY

Winkler County is committed to providing a safe workplace for our employees.

Each County employee must adhere to the general safety standards established for all employees as well as comply with their departmental safety requirements. Safety procedures may differ at each county department. Your supervisor will provide you with specific information pertaining to your position.

Failure to follow the safety standards set by the County or your supervisor subjects an employee to disciplinary action, up to and including termination.

Employees seeing unsafe working conditions shall either take steps to correct those conditions or report the unsafe conditions to their supervisor.

Safety in Winkler County is the employee's responsibility. If you witness or discover any accident in which another employee or citizen is involved, you must report the situation to your Department Official/Supervisor immediately. Keep alert for possible dangerous situations. Any unsafe condition that you observe must be reported immediately to your Department Official/Supervisor. Whenever possible and time allows, the employee should make an initial report in writing to his/her Department Official/Supervisor; however, in those cases when time will not allow for an initial written report, the employee should document the verbal report in writing as soon possible. All unsafe conditions and accidents must be reported to the Human Resources Office regardless of severity.

An effective Accident Prevention Plan will achieve the following goals:

- a. Effective involvement by each and every department head and employee of the county;
- b. Elimination of any and all hazards that expose or create a risk of any nature;
- c. A reduction of all preventable work related incidents resulting in injury or illness to any county employee or constituent(s); and
- d. An increase awareness of the overall safe operation of all facilities.

All county employees may be required to attend safety training. Road & Bridge, Parks, Golf Course and any safety sensitive position should attend four (4) trainings per year. Clerical and all other county employees should attend two (2) trainings per year. It is the employee's responsibility to keep track of their training attendance and balance.

D-2 WORKER'S COMPENSATION

All Winkler County employees are covered by workers' compensation coverage while on duty for the County. Workers' compensation coverage pays for medical bills resulting from a covered injury or illness an employee incurs while carrying out the duties of his/her job. Workers' compensation also pays Temporary Income Benefits (TIBS) for time lost from work in excess of seven calendar days as the result of eligible work-related injuries or illnesses.

Employees may use paid leave for all workers' compensation time off less than 8 days.

All employees who are placed on Worker's Compensation leave will fall under the Family Medical Leave Act. Winkler County runs FMLA and Worker's Compensation concurrently.

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Any employee who suffers a job related illness or injury is required to notify his/her supervisor as soon as possible. The employee and/or supervisor should immediately complete the County Employee Workplace Accident form, available from Human Resources. If medical care is required, the Human Resources Director will complete the required forms to initiate a Workers' Compensation claim and if there is lost time, initiate FMLA. Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments.

An employee who has lost time because of a work related accident or illness is required to provide a release from the attending physician before being allowed to return to work.

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or drugs or while the employee is engaging in horseplay.

EMPLOYEE COMPENSATION AND BENEFITS

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E-1 FAIR LABOR STANDARDS ACT SAFE HARBOR

Winkler County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are brought to the attention of the Human Resources Department and/or County Auditor's Office, Winkler County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact the Human Resources Department or the County Auditor's Office immediately. If you are overpaid Winkler County will make the necessary corrections on the next payroll.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your time card must accurately reflect all regular and overtime hours worked; any absences, late arrivals, early departures, and meal breaks. Do not sign your time card if it is not accurate. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Unless you are authorized by your Supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your time card. Employees are prohibited from performing any "off-the clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

It is a violation of Winkler County policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of County policy for any employee, supervisor, or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's time card to under- or over- report your hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employees' hours worked, you should report it immediately to the Human Resources Department and/or the County Auditor's Office.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for Winkler County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security, retirement; or, voluntary contributions to a deferred compensation plan. In any work week in which you performed any work, your salary may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major significance; or 4) Family and Medical leave or Military Leave absences; or 5) to offset amounts received as payment for injury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

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In any work week in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have any questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Human Resources, 432-586-2526. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the County Auditor's Office at 432-586-3161. Every report will be fully investigated a corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

E-2 IRS FRINGE BENEFITS

Winkler County will comply with the IRS in regards to fringe benefits such as county cell phones, county uniforms, county vehicle usage and day-trip meals. You may be responsible for paying taxes when you receive such fringe benefits.

E-3 COMPENSATION

Winkler County Commissioners Court sets the maximum compensation for each employee in accordance with Texas State Law.

Winkler County complies with the Fair Labor Standards Act as outlined in the Fair Labor Standards Safe Harbor policy.

Law Enforcement personnel are handled in accordance with the 207(k) exemption under the Fair Labor Standards Act. Information regarding this exemption can be found in the policy on "Law Enforcement Compensation and Overtime".

Non-exempt County employees shall be paid an hourly salary. Full time non-exempt employees will receive a bi-weekly salary for all hours worked up to 40 in any work week.

Temporary employees shall be paid hourly at least the minimum wage established by the Fair Labor Standards Act, as amended.

E-4 PAYROLL DEDUCTIONS

Deductions shall be made from each employee's paycheck for federal withholding, social security, Medicare, and any other deductions required by law.

Employees eligible for membership in the Texas County and District Retirement System shall have their contributions to that system deducted from each paycheck. Any optional deduction authorized by the Commissioners' Court and approved by the employee shall also be made from the employee's paycheck.

No optional deduction shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Human Resource Office

E-5 WORK WEEK/WORK PERIOD

For the purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the work week for Winkler County shall begin at 5:00pm Friday and end seven (7) consecutive days later (168 hours) with exception to the EMT's which their work week shall begin at 8:00am Thursday and end seven (7) consecutive days later (168 hours). Law Enforcement employees under the FLSA 7(k) exemption shall have a work period of twenty-eight (28) days and one hundred seventy-one (171) hours with a timesheet being turned in every twenty-eight (28) days.

All full time County employees will be required to work at least thirty (30) hours per week to receive insurance benefits, accrue vacation, sick and holidays.

E-6 TIMESHEETS

Winkler County requires each employee, excluding elected officials, to complete a time sheet. The time sheets must be completed with time in and out using military time, and signed by the employee and the Elected/Appointed Official and/ or immediate supervisor. Time sheets must show accurate record of all time worked, and leave taken whether paid or unpaid, for the pay period. All time sheets are due in the Human Resources Office by 10:00 a.m. on the Friday before payday, with the Sheriff's Department being turned in every 28 days. Any timesheets not submitted in a timely manner, may be cause for a delay in pay.

All corrections or additions will be made on the following regular pay period.

Time sheets are governmental documents and as such require accurate and truthful information and are subject to Texas Penal Code 37.10. Falsifying a time sheet, a governmental record is a Class "A" Misdemeanor.

E-7 PAY PERIODS/PAYDAYS

Winkler County employees are paid bi-weekly, on every other Friday. The pay period for Winkler County is a fourteen (14) day pay period. If a payday falls on a Holiday, paychecks will be issued on the last work day prior to the holiday. Payroll checks will not be issued to any employee except

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on the designated payday, or upon request by the Department Official/Supervisor stating that an undue hardship will be created for the employee due to illness or extenuating circumstances.

Winkler County does provide Direct Deposit. Employees enrolled in direct deposit will have their payroll checks deposited by 8:00 a. m. on payday. **THE DIRECT DEPOSIT PROGRAM IS FOR ALL EMPLOYEES OF WINKLER COUNTY AND MANDATORY. Exceptions will be made for student seasonal workers.**

E-8 WORK SCHEDULES

The normal hours of work for most positions in the County shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. Each department head shall determine the exact working schedules for their employees. In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule from time to time and/or they may be subject to call back in case of emergency or special needs.

E-9 HOURS WORKED

Hours worked shall include all time actually spent in the service of the County as defined in the Fair Labor Standards Act (FLSA) and its regulations. The workday for the County shall begin at 8:00 am each day and end 24 consecutive hours.

E-10 LAW ENFORCEMENT PAY AND OVERTIME

Winkler County Commissioners Court has adopted the 7(k) exemption under the Fair Labor Standards Act for law enforcement employees, which includes deputies and jailers. These employees have a work period of twenty-eight (28) days and overtime will be due after one seventy one (171) hours actually worked. Law enforcement employees' salary covers all hours up to eighty-four (171) hours. Paid leave shall not be counted in determining if overtime has been worked in any work week. Except in emergency situations an employee shall be required to have authorization from their supervisor before working overtime. Law enforcement shall receive overtime at a rate of one and half (1 ½) times the amount of overtime worked.

E-11 OVERTIME CALCUATIONS AND RULES

Overtime shall include all time actually worked for the county in excess of forty (40) hours in any work week, with the exception of law enforcement (See policy on Law Enforcement Pay and Overtime).

Paid leave shall not be counted in determining if overtime has been worked in any work week. Except in emergency situations, an employee shall be required to have authorization from his/her supervisor before working overtime.

Overtime compensation shall be paid in the form of compensatory time off in accordance with the provisions of the FLSA. Covered employees shall receive paid time off, at a rate of one and one half (1 ½) times the amount of overtime worked. The maximum amount of unused compensatory time an employee shall be allowed to have at one time is forty (40) hours. When an employee has reached the maximum accrual of compensatory time, they will be required to use a day of compensatory time within a week of being notified. Employee will not be not be able to accrue anymore compensatory time until the time has been reduced below the forty (40) hours.

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Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Winkler County shall have the right to require employees to use earned compensatory time at the convenience of the County. If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, they shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

Winkler County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate. Winkler County shall retain the right to pay all or part of the overtime worked in any workweek by paying for that overtime at one and one-half (1 ½) the employee's regular rate of pay.

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

E-12 DEMOTIONS

Demotions are the movement of an employee from one position to another with a decrease responsibility or complexity of job duties or to a lower salary. Elected/Appointed Officials, and/or supervisors may choose to demote or re-assign any employee who is unable to meet performance requirements, for disciplinary reasons, or for any other reason as deemed necessary by the official/supervisor. Upon demotion, an employee's salary may be adjusted downward.

E-13 PROMOTIONS

Promotions are the movement of an employee from one position to another with an increased responsibility or complexity of job duties and in most cases a higher salary. Elected/Appointed Officials, and/or supervisors may promote a qualified employee in their department to a vacant position. All promotions must be handled in accordance with the budget adopted by Commissioner's Court.

E-14 TRANSFERS

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary. Elected/Appointed Officials, and/or Supervisors may transfer a qualified employee in their department to a vacant position. All transfers must be handled in accordance with the budget adopted by Commissioners Court.

E-15 SEPARATIONS

A separation shall be defined as any situation in which the employer-employee relation between the County and a County employee ends. All separations from Winkler County shall be designated as one of the following types:

- a. **Resignation** – shall be classified as any situation in which an Employee voluntarily leaves his/her employment with Winkler County and the separation does not fall into one of the other categories. Written notice should be given.
- b. **Dismissal** – shall be any involuntary separation of employment that does not fall into one of the other categories. Winkler County is an **"At Will"** employer and an Elected/Appointed Official or supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice.
- c. **Reduction in Force (layoff)** – separation from employment because of a reduction in the work force, when his/her position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.
- d. **Retirement** – shall be any situation in which an employee meets the requirements to collect benefits under the County's retirement program and voluntarily elects to leave employment with the County to do so. An employee who is retiring should notify his/her supervisor of that intent at least thirty (30) days prior to the actual retirement date to help prevent delays in starting the payment of the retirement benefits.
- e. **Death** – shall occur when an individual dies while currently employed with Winkler County. If an employee dies while still employed by Winkler County, his/her designated beneficiary or estate shall receive all earned pay and payable benefits.

NOTE: As soon as a supervisor becomes aware of separation from employment, or the intent to separate employment, by an employee, the Elected/Appointed Official, and/or supervisor shall be responsible for immediately notifying the Human Resources Department.

Upon separation and prior to receiving the last check, a separated employee MUST complete appropriate paperwork in the Human Resources Department.

E-16 WORKPLACE VIOLENCE

Winkler County is committed to providing a workplace free of violence. Winkler County will not tolerate or condone violence of any kind in the workplace. The county will also not tolerate or condone any threats of violence, direct or indirect, this includes jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should be aware of their surroundings at all times and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the sheriff's department. No employee may possess a firearm or other weapon other than an authorized law enforcement official, with or without permits in all county offices and buildings owned or used by Winkler County, this also includes county owned vehicles. If employees believe that a person is violating this policy, they should immediately report to their immediate supervisor or the sheriff's department. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

E-17 SOCIAL MEDIA

For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and Myspace.

Winkler County recognizes the importance of social media for its employees. However, use of social media by employees may become a problem if: it interferes with the employee's work; is used to harass supervisors, co-workers, customers or vendors; creates a hostile work environment; or harms the goodwill and reputation of Winkler County among the community at large. Winkler County encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their best judgment and take the most prudent action possible. If you are uncertain about the appropriateness of a social media posting, check with your manager or supervisor.

- If your posts on social media mention Winkler County make clear that you are an employee of Winkler County and that the views posted are yours alone and do not represent the views of Winkler County.
- Do not mention Winkler County supervisors, employees, customers or vendors without their express consent.
- Do not pick fights. If you see a misrepresentation about Winkler County, respond respectfully with factual information, not inflammatory comments.
- Remember, you are responsible for what you write or present on social media. You can be sued by other employees, supervisors, customers or vendors, and any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. Employees can be subject to disciplinary action, up to and including termination for what they post on social media platforms, even if the employee did not use a county computer or if the post did not occur during work hours or on county property.

- Employees may not use Winkler County computer equipment for non-work-related activities without written permission. Social media activities should not interfere with your duties at work. Winkler County monitors its computers to ensure compliance with this restriction.
- You must comply with copyright laws, and cite or reference sources accurately.
- Do not link to Winkler County's website or post Winkler County material on a social media site without written permission from your supervisor.
- All Winkler County policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment and code of conduct.
- Any confidential information that you obtained through your position at Winkler County must be kept confidential and should not be discussed through in social media forum.
- Violation of this policy may lead to discipline up to and including the immediate termination of employment.

It is the policy of Winkler County that supervisors should not engage in social media activities with their employees.

E-18 RE-EMPLOYMENT

Any employee with a good work record may be considered for re-employment subject to the employment policies of the County. Former employees will not receive any form of credit regarding any County benefit for prior County service.

E-19 REHIRING OF RETIREES

TCDRS requires at least one full calendar month break in service with no pre-arranged return.

Retired employees shall be eligible to apply for open positions with Winkler County as long as the following provisions are met: 1) The retiree has been retired for at least one full calendar month, 2) No prior arrangement or agreement was made between Winkler County and the retiree for re-employment, and 3) strict adherence to normal leaving employment procedures were followed at the time of the employee's retirement.

The retiree must have a bona fide separation of employment and have been retired for a minimum of one full calendar month. A bona fide separation means there is no prior agreement or understanding between Winkler County and the retiree that the retiree would be rehired after retirement. According to Rule 107.4 adopted by the TCDRS Board of Trustees, restrictions apply to elected officials, people employed for the same or different position in the same or different department, employee status changes, and independent contractors.

Newly elected officials who have recently retired from the county cannot draw their retirement because they have an arrangement to return to work for the county. Employees also cannot retire with an agreement to go work in a different department or different position. Changing employee status does not matter when determining if someone is still working for the county. Also, an employee cannot retire from the county with an arrangement to begin work as an independent contractor either.

Rehired retirees who did not have a bona fide separation of employment may owe a 10 percent excise tax and be required to repay all of their monthly retirement payments. Abusing the retirement provisions in such a manner would violate a qualification requirement for retirement plans under Section 401(a) of the Internal Revenue Code, potentially resulting in significant tax consequences for the employer, its participating members and those retired employees.

Any retiree who meets all other TCDRS requirements, who is rehired consistent with this policy, must establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections.

EMPLOYEE

BENEFITS

F-1 HEALTH & DENTAL

All full-time regular employees of Winkler County shall be eligible for the group medical insurance and dental insurance benefits.

Premiums for the coverage of eligible employees for the medical insurance shall be paid by the County. However, eligible employees who choose to cover their qualified dependents are responsible for paying the full premium for the dependents.

Eligible employees who elect to take out dental insurance will be responsible for paying the premium for themselves as well as their dependents. Winkler County doesn't provide any paid coverage.

Deductions for dependent coverage and dental insurance shall be made through payroll deduction from the employees' paycheck each pay period. Details of coverage under the group medical insurance plan and dental plan are available in the Human Resources Department and may be obtained during normal working hours. (8:00am to 5:00pm)

Employees who leave the employment of Winkler County or who lose their insurance eligibility, may be eligible for an extension of the medical coverage for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation act (COBRA). If an employee is unable to return to work following FMLA, if eligible, they will be offered COBRA. Information on the extension of benefits under COBRA is available in the Human Resources Department and may be obtained during normal working hours (8:00am to 5:00pm). COBRA notifications will be provided to all employees within thirty (30) days of their hire date. All eligible employees and qualified dependents will be provided with COBRA information within fourteen (14) days of their termination.

F-2 COBRA NOTICE UPON ENROLLMENT IN WINKLER COUNTY'S GROUP HEALTH PLAN

VERY IMPORTANT NOTICE

If a qualifying event occurs that causes you or your spouse or dependent children to lose coverage under **WINKLER COUNTY'S** group health plan, you have a legal right under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to purchase a temporary extension of health coverage (herein called continuation coverage) at group rates. This notice is intended to inform you, in a summary fashion, of your rights and obligations under **COBRA**. Both you and your spouse should take the time to read this information.

Employees and other workers covered under Winkler County's group health care plan can elect continuing coverage if one of the following qualifying events occur:

- *Voluntary or involuntary termination of employment, for reasons other than gross misconduct; or
- *Voluntary or involuntary reduction of work hours below the level required for participation in the group health plan.

The spouse of an employee covered by Winkler County's group health care plan can elect continuing coverage if one of the following qualifying events occurs:

- *The death of the employee or other covered individual;

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*A termination of the employee's employment, for reasons other than gross misconduct, or a reduction in the employee's hours of work below the level required for participation in the group health plan;

*A divorce or legal separation from the employee; or

*A retired employee's enrollment in Medicare benefits (Part A, Part B, or both);

The dependent child of an employee or other individual covered by Winkler County's group health plan can elect continuing coverage if one of the following qualifying events occur:

*The death of the parent employee or other covered individual;

*The termination of employment for any reason other than his or her gross misconduct; or reduction of work hours of the parent employee

*The divorce or legal separation of the parents, if this causes the dependent child to lose coverage under Winkler County's group health plan;

*The enrollment in Medicare of the retired parent or employee;

*The child's loss of dependent status due to the attainment of the maximum age for coverage under the group health plan.

The employee or other covered individual or a family member has the responsibility to inform Winkler County of a divorce, legal separation, or a child's loss of dependent status within 60 days of the qualifying event or the date on which group coverage would be lost because of the event. If you fail to provide the proper notice within 60 days, continuation coverage might not be available.

When a qualifying event occurs, you will receive notice within 14 days of your rights to elect continuation coverage at that time. You will have 60 days to decide if you want continuation coverage. If you do not choose continuation coverage, your health insurance coverage will end. If you choose continuation coverage, you will be offered coverage that is identical to the coverage provided to similarly situated active employees and family members. You will have the right to elect full coverage or medical coverage without dental insurance. If you had family coverage at the time of the qualifying event, you can elect family coverage or a less broad category of coverage.

Continuation coverage is available for up to 18 months if the qualifying event is the termination or reduction in work hours of the employee. If an employee or family member is disabled under the rules for Social Security disability benefits, the worker and family members are eligible for an additional 11 months of continuation coverage, for a total of 29 months. For other qualifying events, the spouse or dependent children are eligible for up to 36 months of continuation coverage. Furthermore, the 18-month period for termination or reduced work hours can be extended to 36 months for family members if a second qualifying event—for example, divorce, death, Medicare entitlement—occurs during the 18-month period.

Continuation coverage is also available to covered retirees, their spouse, and widows or widowers of covered retirees if they should lose group health coverage as the result of Winkler County filing for bankruptcy. This coverage is available for the life of the retiree; widows, and widowers and dependent children can continue coverage for 36 months after the death of the retiree.

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Continuation coverage can be cut short of the full coverage period for any of the following reasons:

*Winkler County no longer provides group health coverage to any employees.

*The premium for continuation coverage is not paid in a timely manner.

*You become covered under another group health plan that does not penalize or subject you to restricted or limited coverage due to a preexisting medical condition.

*You become entitled/enrolled to Medicare.

*The disabled individual is no longer defined as disabled under Social Security rules, during the 11 months of extended continuation coverage.

You do not have to show that you are insurable to choose continuation coverage. However, you have to pay for the coverage and are allowed a 30-day grace period for timely payments.

If you have any questions about your rights under COBRA, please contact your Human Resources Office, 586-2526. Please inform your Human Resources Office of any changes in marital status or change of address for you or your spouse.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) require Winkler County to provide terminated employees with a certificate of health insurance coverage. This certificate may be given to future employers to certify prior health insurance coverage and may help terminated employees to obtain coverage without a pre-existing condition exclusion.

**If you are married, both you and your spouse should take time to read this notice carefully. **

HIPAA OVERVIEW-CERTIFICATES OF COVERAGE

EFFECTIVE DATE OF CERTIFICATES-On June 1, 1997 plans must issue certifications of coverage to all individuals who left the plan on or after October 1, 1996 and before June 1, 1997. For individuals who lost coverage on or after July 1, 1996 but before October 1, 1996, a certificate is required to be provided only upon written request by or on behalf of an individual to whom certificates applies.

WHO IS REQUIRED TO ISSUE THE CERTIFICATES OF COVERAGE?-While HIPAA requires that a group health plan and a health insurance issuer (if the plan is fully insured) are required to issue the certificates, the regulation provides that if one party issues the certificates the other plan deemed to have satisfied the requirement. If there is an agreement between an insurance carrier and a plan sponsor under which the insurer agrees to provide certificates for individuals covered under the plan and the insurer fails to provide a certificate to an individual, then the insurer, and not the plan, violates the certification requirements. If the plan is self-funded, the plan is responsible for issuing the certificates.

CHANGING ENROLLMENT OPTIONS-When an individual changes their coverage from one type to another type offered by an employer, such as changing from an HMO to a self-funded plan, the plan must be provided with the correct information to be able to issue a certificate to the individual, if the individual should terminate at a future date.

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TIMING OF CERTIFICATE ISSUANCE-Certificates of coverage must be provided, without charge, for participants or dependents that are or were covered under a group health plan upon the occurrence of certain events. These certificates are called automatic certificates. For an individual who is a "qualified beneficiary" (QB) entitled to elect COBRA continuation coverage, an automatic certificate is required to be provided at the time the individual would lose coverage under the plan were it not for COBRA. A plan satisfies the requirement if it provides the automatic certificate no later than the time a notice is required to be provided for COBRA purposes. For those individuals losing coverage who are not COBRA QB's, an automatic certificate is required to be provided at the time the individual ceases to be covered under the plan. The regulation says the certificate must be provided within a reasonable time period after coverage ceases. When COBRA coverage ceases, an automatic certificate is required to be issued to these QB's who are losing COBRA coverage within a reasonable time period after coverage ceases (or after the expiration of any grace period for nonpayment of premiums). The period of coverage that must be included on an automatic certificate is the last period of continuous coverage ending on the date coverage ceases. Non-automatic certificates must be issued when requested by an individual or on behalf of an individual. Requests for certificates are permitted to be made within 24 months after coverage ceases. After a request is received, a plan or issuer is required to provide the certificate by the earliest date that the plan or issuer, acting in a reasonable and prompt fashion, can provide the certificate. A certificate must be provided when requested, even if a certificate was already issued. The period of coverage that must be included on a non-automatic certificate must include all coverage provided under the plan to the individual (but not more than 18 months if individual's coverage exceeds 18 months)

COMBINING INFORMATION FOR FAMILIES-A certificate may provide information with respect to both a participant and the participant's dependents if the information is identical for each individual or, if the information is not identical, certificates may be provided on one form if the form provides all the required information for each individual and separately states the information that is not identical.

METHOD OF DELIVERY-The certificate may be provided by first-class mail. If the certificate is provided to the participant and the participant's spouse at the participant's last known address, this will satisfy the requirement. If a dependent's last known address is different than the participant's last known address, a separate certificate is required to be provided to the dependent at the dependent's last known address. If separate certificates are provided by mail to individuals who reside at the same address, separate mailings of each certificate are not required.

DEPENDENT COVERAGE INFORMATION ON THE CERTIFICATE-A plan is required to use reasonable efforts to determine dependent information for the certificate. No individual certificate is required to be furnished until the plan or issuer knows (or making reasonable efforts should know) of the dependent's cessation of coverage under the plan.

TEMPORARY TRANSITION RULE FOR DEPENDENT COVERAGE-Some plans will not have dependent coverage information when HIPAA goes into effect for those plans. Plans that cannot provide the names of dependents or related coverage information may satisfy the requirement to issue an automatic certificate by providing the name of the participant covered by the group health plan and specifying that the type of coverage described in the certificate is for dependent coverage (e.g., family coverage or employee-plus-spouse coverage). For those individuals who request dependent coverage certificates (non-automatic certificates), a plan must make reasonable efforts to obtain and provide the names of any dependents covered. **The transition rule for dependent coverage certifications is only effective for certificates provided with respect to events occurring through June 30, 1998.**

ADDITIONAL CHANGES TO COBRA WITH HIPAA

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) changes the continuation coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) that applies to your group health plan. HIPAA requires notification of these changes effective January 1, 1997 regardless of whether the qualifying event occurred before, on, or after that date. The changes are as follows:

1. If a qualified beneficiary is determined to be disabled under the Social Security Act at any time during the first 60 days of COBRA coverage, the 11-month extension is available to all individuals who are qualified beneficiaries due to the termination or reductions in hours of employment. The disabled individual can be a covered employee or any other qualified beneficiary. However, to be eligible for the 11-month extension, affected individuals must still comply with the notice requirements in a timely fashion.
2. A child that is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of your group health plan and the requirements of Federal Law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Plan Administrator of the birth or adoption.
3. HIPAA restricts the extent to which group health plans may impose pre-existing condition limitations. These rules are effective for all new plan years beginning after June 30, 1997.

WINKLER COUNTY ELECTS TO OPT-OUT OF HIPAA COMPLIANCE

ON AUGUST 11, 1997, WINKLER COUNTY COMMISSIONERS' COURT INFORMED THE DIRECTOR OF INSURANCE REFORM IMPLEMENTATION TASK FORCE, HCFA THAT THE COUNTY OF WINKLER, A NON-FEDERAL GOVERNMENTAL PLAN THAT SELF-FUNDS ITS EMPLOYEE MEDICAL PROGRAM, HAS ELECTED TO OPT-OUT OF COMPLIANCE UNDER SECTION 146.180 OF THE HCFA REGULATIONS IMPLEMENTATIONS SECTION 2721 OF THE PHS ACT EFFECTIVE OCTOBER 1, 1997. THIS INCLUDES NOT COMPLYING WITH THE MANDATORY MATERNITY STAYS AND MENTAL HEALTH PARITY. THE OPTION TO OPT-OUT OF HIPAA WILL BE VOTED ON ANNUALLY BY THE COMMISSIONERS' COURT.

THIS MEANS THAT AT THIS TIME WINKLER COUNTY WILL ISSUE CERTIFICATES OF CREDITABLE COVERAGE AS REQUIRED BY HIPAA BUT WINKLER COUNTY IS OPTING OUT OF ACCEPTING THESE CERTIFICATES FROM FUTURE EMPLOYEES.

Winkler County, a non-federal governmental plan that self-funds its Employee Medical Program, has elected to opt-out of compliance under Section 146.180 of the HCFA regulations implementations Section 2721 of the PHS Act effective October 1, 1997 and therefore is not required to comply with accepting Prior Coverage Certificates. This includes not complying with the mandatory maternity stays and mental health parity.

F-3 - PRIVACY POLICY-HIPAA Health Information Privacy Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY

Winkler County sponsors a group healthcare plan that is subject to the Health Insurance Portability and Accountability Act (HIPAA). On the basis of that Law, privacy regulations now apply to certain protected

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health information (PHI). Winkler County has adopted the following policy to comply with these regulations.

Winkler County medical privacy policy will continue to apply to medical information, and Winkler County will comply with all other federal and state laws concerning medical privacy.

Winkler County generally only performs enrollment, changes in enrollment, and payroll deductions, and to the extent it obtains HIPAA PHI, it will maintain that information in confidence. Specifically, PHI will not be used or disclosed for employment-related actions and decisions or in connection with other benefit plans.

PHI refers to individually identifiable health information received by Winkler County group health plan and created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse, and that relates to the past, present, or future health of an individual; the provision of health care to an individual; or the past, present or further payment for the provision of healthcare. Such health information includes health status, medical condition, claims experience, receipt of health care, medical history, genetic information, and evidence of insurability and disability.

PHI does not refer to health information received apart from a group health plan, such as workers' compensation, short-term disability, long-term disability, medical information received based on the Americans with Disabilities Act (ADA), medical information received based on the Family Medical Leave Act (FMLA), or drug screens or pre-employment physicals. However, Winkler County medical privacy policy will apply to such information. Further, Winkler County will request employees to sign a release for PHI when required by a healthcare provider.

As a plan sponsor, Winkler County will request summary health information only for the purpose of obtaining premium bids or for the purposes of modifying, amending, or terminating the Employee Retirement Income Security Act (ERISA) healthcare plan. Summary health information means claims history, claims expenses, or type of claims experienced from which the following information has been deleted:

- Names
- Street address, city, county, ZIP codes (except that geographic information may be aggregated by a five-digit ZIP code)
- All elements of dates (except year)
- Telephone numbers
- Fax numbers
- E-mail addresses
- Social Security numbers
- Medical Records numbers
- Health Plan beneficiary numbers

- Account numbers
- Certificate/License numbers
- Vehicle identifiers and Serial numbers, including License Plate numbers
- Device identifiers and Serial numbers
- Web Universal Resource Locators (URLS)
- Internet Protocol (IP) Address numbers
- Biometric identifiers, including Fingerprints and Voiceprints
- Full-Face photographic images and any comparable images
- Any other unique identifying number, characteristic or code

Before assisting employees with understanding the group health plan, filing claims, or disputing claims, Winkler County will obtain an individual's authorization to access that person's PHI.

Winkler County, as plan administrator and sponsor, will provide plan participants with a summary plan description and a notice of the privacy practices of the group healthcare plan.

Winkler County will discipline (up to and including discharge) employees for improper access, use, or disclosure of PHI or other confidential medical information.

Winkler County will not take any retaliatory action against any person for filing a complaint, assisting in an investigation, or otherwise opposing any act under the HIPAA privacy regulations.

Winkler County has a separate policy governing those individuals who access PHI and establishing security procedures to ensure compliance with applicable law.

- Any protected health information will be secured against unauthorized access. These security measures will include locked file cabinets, separation of PHI from other records, password protection for computer records, and confidentiality notices.
- When PHI is used for payment of benefits and plan operations, only the minimum necessary information will be released.
- All documents containing PHI that are no longer needed for administration of health, dental or disability benefits are to be placed in shredding boxes. This includes spoiled copies and faxes. Until destroyed, these boxes will be kept in a locked storage room.
- Information on writable CDs, diskettes, hard drives, and tapes is to be deleted using software designed to make a secure deletion. For example, using the Delete key does not actually delete the information. CDs containing PHI are to be destroyed when no longer needed.
- Employees who violate this policy are subject to discipline, which may include termination.

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- This policy will be applied so as to be in compliance with the HIPAA privacy standard and any stricter state law.

As plan sponsor, Winkler County will amend the plan to comply with the HIPAA privacy regulations. These amendments will include that:

- Certain classes of employees or others are granted access to PHI.
- Access to PHI will be only for the group healthcare plan administrative functions.
- The group healthcare plan will only permit the use and disclosure of PHI consistent with HIPAA privacy regulations.
- Business associates of the plan or the plan sponsor will agree to comply with applicable HIPAA privacy regulations if they receive PHI.
- No PHI will be used in employment-related actions or in connection with any other employee benefit plan.
- PHI will be accessible to individuals, available for amendment, and available for an accounting for disclosures consistent with HIPAA privacy regulations. As the HIPAA privacy regulations change, Winkler County will amend the plan to comply with the changes.

As the plan sponsor, Winkler County will comply with the terms of the plan regarding the use of PHI as required by HIPAA. As the plan sponsor, Winkler County will:

- Make the required certification of the amendment, access, and accounting rights provided in the group health plan;
- Not use the PHI for employment or other benefit-plan purposes;
- Assist in the implementation of the amendment, access, and accounting right provided in the group health plan;
- Restrict access to PHI so that employees of Winkler County do not access PHI unless it is part of their job duties with respect to benefit management; and
- Use the PHI only for plan administration purposes.

As the plan sponsor, Winkler County will require business associates (such as providers of claims processing, administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, legal accounting, actuarial, or financial consulting) to comply with applicable provisions of HIPAA privacy regulations. These obligations include:

- Using disclosing PHI only as necessary to perform its function;
- Returning the PHI (where feasible) at the end of the contract;
- Helping the plan and plan sponsor comply with privacy standards; and
- Binding any subcontractors with access to PHI to similar promises.

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Records regarding PHI disclosures will be maintained for 6 years as required by HIPAA privacy regulations.

All disclosures made by the group healthcare plan entity for the last 6 years, other than for treatment, payment, or healthcare operations, may be requested for an accounting by an individual group healthcare plan participant.

Contact Information: Susan Willhelm, Human Resources
1st Floor Courthouse
Kermit, Texas 79745
(432) 586-2526

Complaint Contact: Jeanna Willhelm, County Auditor
Drawer O, Kermit, Texas 79745
(432) 586-3161

Group Healthcare plan participants have the right to access, inspect, and copy their PHI that is maintained by the plan in accordance with HIPAA privacy regulations.

Group healthcare plan participants have the right to request the amendment of PHI.

Group healthcare plan participants can request restrictions on the uses and disclosures of PHI; however, the plan can decline to comply with such requests.

F-4 OTHER INSURANCE – LIFE INSURANCE

Each full-time County employee who is a member of TCDRS is covered by a life insurance policy through TCDRS paid by Winkler County. This policy pays your beneficiary your budgeted annual salary.

Information about additional life insurance benefits, at employee's own cost, is available in the Human Resources Department.

F-5 VACATION

All full-time County employees with a 30 hour or more regularly scheduled work week shall accrue vacation benefits. Full time employees with a regular schedule of less than 40 hours will accrue vacation benefits prorated in accordance with their regularly scheduled work week. Part time and temporary employees shall not be eligible for vacation benefits. The amount of vacation earned depends upon the employee's length of continuous service with the County:

New employees are not eligible for vacation until their six (6) month anniversary date.

An employee with a forty (40) hour week will have vacation hours allocated as follows:

Forty (40) hours accrued vacation on employees' six (6) month anniversary date.

Forty (40) hours accrued vacation on employees' one (1) year anniversary date

Eighty (80) hours accrued vacation on the first day of the year following one (1) year of service for two (2) to four (4) years of service.

On employees' five (5) year anniversary date, will accrue an addition forty hours (40).

One hundred, twenty (120) hours accrued vacation on the first day of the year following five (5) years of service for five plus (5+) years of service.

Example:

An employee with a hire date of 02/01/2020 will accrue vacation as follows:

<u>Date</u>	<u>Accrued Hours</u>
08/01/2020	Forty (40) hours
02/01/2021	Forty (40) hours
01/01/2022	Eighty (80) hours
01/01/2023	Eighty (80) hours
01/01/2024	Eighty (80) hours
01/01/2025	Eighty (80) hours
02/01/2025	Forty (40) hours
01/01/2026	One hundred, twenty (120) hours

Scheduling of vacation shall be at the discretion of the individual departments Elected/Appointed Official and/or supervisor.

In the event an employee terminates employment with the County, the employee shall be paid for any earned vacation not used provided the employee gives a two (2) week notice prior to termination.

Each employee is responsible for accurately recording all vacation time used on their time sheet.

NO VACATION SHALL BE ALLOWED TO BE HELD OVER AND CARRIED INTO THE NEXT CALENDAR YEAR. NO VACATION SHALL BE ALLOWED TO BE TAKEN BEFORE IT IS EARNED. VACATION HOURS CAN NOT BE SOLD.

F-6 HOLIDAYS

The observed Holidays for Winkler County are set yearly by the Winkler County Commissioner's Court. Full time employees with a regular schedule of less than 40 hours will accrue holiday benefits prorated in accordance with their regularly scheduled work week. Part time and temporary employees shall not be eligible for holiday benefits.

Should any holiday fall within an employee's regularly scheduled vacation period, the employee will receive benefits of the holiday and that day will not be charged against the vacation time.

Should any holiday fall on an eligible employee's regular day off, the employee shall be allowed to take another day off with pay prior to the end of that same year.

Full time employees with a regular schedule of less than 5 days per week will only receive holiday pay if the holiday falls on their scheduled work day.

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Holidays cannot be taken until the holiday occurs.

Due to scheduling problems Winkler County Law Enforcement Center employees will be given in lieu of holiday pay the following:

- 6 days paid time off beginning January 1 of each year
- 7 days paid time off beginning July 1 of each year

Departments with scheduling problems, holidays should be taken prior to the end of the 1st quarter of the next year or those holidays will be lost.

Winkler County EMS will not be eligible for holiday pay.

Should an employee terminate with the County having earned Holiday time to his/her credit, said employee shall be paid the earned Holiday time not taken, provided that employee has provided two (2) week notice prior to termination.

F-7 EMERGENCY LEAVE & BEREAVEMENT TIME

A maximum of twenty-four (24) hours each calendar year (January-December) will be allowed for the purpose of attending funerals of family members and of friends or for the for the medical needs of the employees' immediate family.

Definition of immediate family will normally mean- husband, wife, son, son-in-law, stepson, daughter, daughter-in-law, step-daughter, father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandparents and grandchildren and any person who resides in the covered employee's household at the time of illness or death.

Should more than twenty-four (24) hours be needed for this purpose, the additional time will be charged to (with the Department Official/Supervisors' permission):

1. Compensatory Time
2. Vacation Time
3. Time Off Without Pay

Emergency/Bereavement hours cannot be accumulated, accrued, sold and cannot be carried over to the next calendar year (January-December).

F-8 SICK

All full-time County employees with a 30 hour or more regularly scheduled work week shall accrue sick leave after completing a full month of service. Eligible employees shall accrue sick leave at a rate of eight (8) hours per month. Full time employees with a regular schedule of less than forty (40) hours will accrue sick leave benefits prorated in accordance with their regularly scheduled work week. Part time and temporary employees shall not be eligible for sick leave benefits. Accrual of sick leave shall start at the time an individual begins work for the county in a position eligible for the sick leave benefit.

The maximum amount of unused sick leave an employee shall be allowed to have at any time is four hundred, eighty (480) hours.

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Sick leave may be used for the following purposes:

- 1) illness or injury of the employee;
- 2) appointments with physicians, optometrists, dentists, and other qualified medical professionals;
- 3) to attend to the illness or injury of a member of the employee's immediate family;
- 4) for the **actual day of the birth** of a child or grandchild. For purposes of this policy, immediate family shall be defined as spouse, child, parent, or other relative living in the employee's home who is dependent on the employee for care. An employee taking sick leave before or after vacation, holidays, or scheduled days off will be required to provide a physicians' statement in order to be compensated for that sick day.

Where sick leave is to be used for medical appointments, an employee shall be required to notify his/her supervisor of the intent to use sick leave as soon as the employee knows of the appointment. Where use of sick leave is not known in advance, an employee shall notify his/her supervisor of the intent to use sick leave within 15 minutes of the employee's normal time to begin work, when practicable. Where it is not practicable to notify the supervisor within 15 minutes of the normal starting time, the employee should notify his/her supervisor as soon as is reasonably practicable. If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify his/her supervisor of the anticipated length of absence. The employee will be placed on FMLA, if event and employee is eligible. If an employee uses three (3) or more consecutive days of sick leave, the supervisor shall have the right to require a physician's statement or some other acceptable documentation of injury or illness, for either the employees own illness or the illness of an immediate family member. Employees who have a pattern of abusing sick leave may be required to provide a physician's statement for those absences as required by their supervisor.

Employees shall not be allowed to borrow sick leave against future accruals.

Sick leave may not be used as vacation or any other reason not addressed in this policy.

Neither sick leave time nor vacation time nor service time will be accrued during a period designated "leave of absence without pay? Or "time off without pay." Sick leave may NOT be used in conjunction with Worker's Compensation Benefits.

Winkler County will pay half (1/2) of an employee's accumulated sick time upon the employee being eligible and applying for service retirement with the Texas County & District Retirement System. Employees who terminate employment with Winkler County in any way other than through TCDRS will NOT be compensated for accrued sick leave.

F-9 SICK LEAVE POOL

Winkler County provides a **Sick Leave Pool** which enables eligible County employees to voluntarily transfer earned sick time to a county sick leave pool. This permits qualifying employees to draw time in the event of a ***catastrophic injury*** or illness of the employee or immediate family. Immediate family, for sick leave pool benefits, is defined as spouse or children who are living in the same household or if not in the same household, are totally dependent upon the employee for personal care or services on a continuing basis.

Eligible employees are those employees who have completed one (1) continuous year of county service and whom are eligible to earn sick leave. The eligible employee must have exhausted all comp time, vacation time and sick time prior to being eligible to apply for sick leave pool benefits.

Catastrophic illness or injury is one that prevents the employee from performing the essential functions of his/her job for an extended period of time. Catastrophic illnesses are usually life-threatening and may leave significant residual disability. They will require lengthy hospitalization, extremely expensive therapies, or other care that would deplete a family's financial resources. Examples of qualifying catastrophic illnesses/injuries generally considered include, but are not limited to:

1. Stroke with residual paralysis or weakness
2. Incapacitating heart attack
3. Major surgery (hysterectomy, mastectomy, heart bypass, prostate)
4. Cancer
5. Hepatitis, broken hip, car wreck requiring hospitalization

Examples of illnesses/injuries that generally would not be considered severe enough to be catastrophic include but would not be limited to:

1. Broken limb
2. Cold/allergy
3. Minor surgery with no complications such as appendectomy, tonsillectomy, day surgery
4. Pregnancy with minor or no complications
5. Procedures not covered by Group Health plan.

The Winkler County Human Resources office administers the county's sick leave pool. Duties include developing forms, record keeping, communicating with employees concerning general questions and ensuring proper administration under the policy.

The sick leave pool administrator (Director of HR) is responsible for applying this policy. The HR Director reviews all requests for use of sick leave pool benefits to determine if the request qualifies. Requests, with physician statement attached, will then be further processed. Employees will be notified in writing by the Human Resource Director to their approval or denial. All denials to the sick leave pool must go to a Review Panel to confirm or affirm the rules were applied correctly in the denial. Eligible requests will be allocated sick leave pool benefits as the requests are approved on a first-come, first-served basis, until the sick leave pool is exhausted.

Eligible employees (those earning sick leave and who have been employed at least one (1) continuous year may make a contribution of one to five (1 – 5), eight (8) hour days at the following times; on the anniversary of an employee's first year of employment, at the beginning of each calendar year (January-December) or if neither of those are chosen and/or the employee did not contribute the maximum amount possible of five (5), eight (8) hour days, the employee may make a contribution at the time of termination/retirement of one to five (1 to 5), eight (8) hours days, not to exceed a total of five (5) days for the calendar (January-December) year. Employees who make contributions to the pool may not stipulate who is to receive their contributions.

Sick Leave Pool will be allocated for no more than Thirty (30) days at a time and then reviewed by the HR Director for continued eligibility. The maximum amount of leave time an eligible employee may receive from the Sick Leave Pool cannot exceed one-third (1/3) of the total sick leave pool or ninety (90) days, whichever is less.

Employees who have contributed to the sick leave pool and have exhausted their sick leave may make application for sick pool leave, to the extent that they contributed to the pool during that fiscal year,

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when they have an illness/injury that is not catastrophic.

Any unused balance of sick pool leave granted to an employee returns to the pool. The estate of a deceased employee is not entitled to any payment for unused sick leave contributed to or acquired by that employee from the county sick leave pool.

Employees must make a contribution yearly to the sick leave pool yearly in order to apply for sick leave pool benefits. No guarantee of a job is associated with the granting of sick pool leave except where required by law under the Family Medical Leave Act (FMLA).

F-10 MILITARY LEAVE

County employees who are members of the National Guard or active reserve components of the United States Armed Forces shall be allowed up to fifteen (15) working days off per federal fiscal year with pay to attend authorized training sessions and exercises.

The fifteen (15) working day paid military leave shall apply to the Federal Fiscal year and any unused balance at the end of the federal fiscal year shall not be carried forward into the next year.

Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods which fall within the employee's normal work schedule.

An employee may use annual leave, earned compensatory time or leave without pay if he/she must attend Reserve or National Guard Training sessions or exercises in excess of the fifteen (15) working day maximum.

An employee going on military leave shall provide his or her supervisor with a set of orders within two (2) business days after receiving them.

Winkler County will provide upon request of the employee a statement that contains the number of workdays used for military leave in the fiscal year as well as a statement of the number of workdays left for use during the fiscal year.

County employees who leave their positions as a result of being called to active military service or who voluntarily enter the Armed Forces of the United States shall be eligible for re-employment in accordance with the state and federal regulations in effect at the time of their release from duty.

F-11 SOCIAL SECURITY/MEDICARE

All Winkler County Employees shall participate in the Federal Social Security/Medicare program which provides certain retirement, disability, and other benefits.

Contributions to this program shall be made by deductions from each employee's pay check in accordance with the requirements of this program. Winkler County shall make contributions in accordance with the requirements of this program.

F-12 RETIREMENT

Winkler County joined the Texas County and District Retirement System (TCDRS) on January 1, 1968. The employee contribution to this system is 7% of the gross salary, which is deducted from the employee's paycheck and is matched with County funds. The County's matching may fluctuate annually as required by TCDRS Actuarial Studies.

An employee may retire with the following eligibility:

- have at least 20 years of credited service at any age
- or at 60 years of age with 8 years of credit service or
- have met the rule of 75 which means age plus credited service is equal to 75

Should an employee leave the employment of the County prior to qualifying for retirement benefits, that employee shall have the right to apply for a refund of the employee's contribution to the System along with interest earned. Interest is not earned until after 1 full year of participation in the Retirement System. The employee shall not be entitled to the County's portion contributed to the System on his behalf, should the employee withdraw from the System.

Every employee (a person regularly engaged in the performance of the duties of an elected or appointed office, or of any position of employment, either part-time or full-time (excludes temporary) employment with Winkler County must become a member of the Retirement System upon the first paycheck following the date of employment.

Retired employees of Winkler County are only those employees who retire under TCDRS. Retirees, at their own expense, will be allowed to continue in the County's group health program at the prevailing County rate. This coverage may be continued until age 65 at which time the retiree would become eligible for Medicare. At that time, the retiree may elect to continue with the County's group health insurance for an additional 18 months through COBRA, again, at his or her own expense. There are also various Medicare supplements available and the Texas Association of Counties provides an alternative insurance plan. Information regarding this plan can be obtained in the Court House Human Resources Department and/or Hospital Human Resources Department.

For further information on TCDRS, please refer to your TCDRS Handbook. Your Department Official/Supervisor should also have a handbook. Members eligible for retirement or who have any questions may contact your Human Resources Office.

F-13 FAMILY AND MEDICAL LEAVE (FMLA) AND MILITARY FAMILY LEAVE

ELIGIBILITY:

To be eligible for benefits under this policy, an employee must:

- 1) have worked for Winkler County at least 12 months (it is not required that these 12 months be consecutive; however, a continuous break in service of 7 years or more will not be counted toward the 12 months); and
- 2) have worked at least 1250 hours during the previous 12 months.

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QUALIFYING EVENTS:

Family or medical leave under this policy may be taken for the following situations:

- 1) the birth of a child and in order to care for that child;
- 2) the placement of a child in the employee's home for adoption or foster care;
- 3) to care for a spouse, child (under the age of 18 or if over 18 not capable of self-care due to a disability), or parent with a serious health condition;
- 4) the serious health condition of the employee that make the employee unable to perform the essential functions of their job;
- 5) a qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member of the Armed Forces (Regular, Reserve or National Guard), deployed to a foreign country or has been notified of an impending call or order to active duty in a foreign country;
- 6) to care for a covered service member (Regular, Reserve or National Guard) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member; or
- 7) to care for a covered veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of 5 years preceding the date on which the veteran began that medical treatment, recuperation or therapy.

SERIOUS HEALTH CONDITION:

Serious health condition of the employee is defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

Serious health condition of a spouse, child, or parent is defined as a condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility, or a condition that requires continuing care by a licensed health care provider.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 1) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a) Treatment two or more times within 30 days of incapacity; or
 - b) Treatment by a health care provider on at least one occasion within first seven days of incapacity that results in a regimen of continuing treatment by a health care provider.
- 2) Any period of incapacity due to pregnancy or pre-natal care.
- 3) Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- 4) Any period of incapacity that is permanent or long term due to a condition for which treatment is not effective.
- 5) Any period of incapacity or absence to receive multiple treatments by a health care provider.

QUALIFYING EXIGENCY LEAVE:

Eligible employees may take FMLA/MFL exigency leave when an employee's covered military member (spouse, child of any age or parent) is on active duty or called to active duty status in a foreign country. Leave may be taken to:

- 1) Address any issue that arises because the covered military member was given seven or fewer days' notice for active duty deployment in support of a contingency operation. Eligible employee may take up to seven days beginning on the date the covered military member receives the call or order to active duty.

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- 2) Attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status in a foreign country of a covered military member.
- 3) Attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status in a foreign country of a covered military member.
- 4) Arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member.
- 5) Make or update financial or legal arrangements to address the covered member's absence while on active duty or call to active duty status in a foreign country.
- 6) Act as the covered military member's representative before a governmental agency to obtain, arrange or appeal military service benefits while the covered military member is on active duty or call to active duty status in a foreign country, for a period of 90 days following the termination of the covered member's active duty status.
- 7) Attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child if the need for counseling arises from the active duty status or call to active duty status in a foreign country of a covered military member.
- 8) For a maximum of 15 days each occurrence, to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during leave during the period of deployment.
- 9) Attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status.
- 10) Address issues that arise from the death of a covered military member while on active duty status in a foreign country;
- 11) Conduct certain activities related to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.
- 12) Address any other additional events that may arise out of the covered military member's active duty or call to active duty status in a foreign country if the County agrees the leave qualifies as an exigency and to both the timing and the duration of the leave.

LENGTH OF LEAVE:

An employee may use up to 12 weeks leave per 12-month period under this policy. Winkler County sets the 12-month period used under this policy as a "rolling" 12-month period measured backward from the date an employee uses FMLA leave.

A married couple who both work for the county is entitled to a maximum combined leave of 12 weeks in any 12-month period for the birth or placement of a child, or care for a parent with a serious health condition. The combined limit for a married couple employed by the county is 26 weeks in a single 12-month period if leave is to care for a covered service member or veteran with a serious injury or illness. An eligible employee is entitled up to 26 weeks of leave to care for a covered service member or covered veteran with a serious injury or illness during a single 12-month period:

- 1) The single 12-month period begins on the first day the eligible employee takes FMLA to care for covered service member or covered veteran and ends 12 months after that date.
- 2) An employee forfeits unused leave under this section if the eligible employee does not take all of their 26 weeks during this 12-month period to care for the covered service member or covered veteran is forfeited;
- 3) Leave entitlement under this section is applied on a per-injury basis. An eligible employee may be entitled to take more than one period of 26 weeks of leave if the leave is to care for different covered service member or veteran or to care for the same covered service member or veteran with a

subsequent serious illness or injury. An employee may not take more than 26 weeks in any single 12-month period.

WORK RELATED INJURY:

Winkler County will always designate work related injuries with lost time as FMLA qualifying.

PAID AND UNPAID LEAVE:

If an employee has accrued leave, the employee is required to use his or her accrued leave as detailed below.

Winkler County requires substitution of paid leave for all FMLA or MFL events. Employees must follow the vacation and sick policy guidelines. Employees also must use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick. The balance of Family Medical Leave is unpaid leave. FMLA and MFL run concurrent with all substituted paid leave, including worker's compensation leave. The remainder of the leave shall be unpaid.

- 1) An employee taking leave because of his or her own serious health condition, or the serious health condition of an eligible family member is required to first use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick with the remainder of the 12-week leave period being unpaid leave.
- 2) An employee taking leave for the birth of a child is required to use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick for the recovery period after the birth of the child and before being placed on unpaid leave.
- 3) After the recovery period from the birth of a child, an employee is required to first use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick with the remainder of the 12-week leave period being unpaid leave.
- 4) An employee taking leave for the placement of a child in the employee's home for adoption or foster care is required to use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick with the remainder of the 12-week leave period being unpaid leave.
- 5) An employee taking leave for a qualifying exigency for a covered military member is required to use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick with the remainder of the 12-week leave period being unpaid leave.
- 6) An employee taking leave for the care of a covered service member or veteran is required to first use the earned compensatory time for FMLA or MFL events prior to using accrued vacation or sick with the remainder of the 26-week leave period being unpaid leave.

The maximum amount of paid and unpaid leave that may be used under this policy in a 12-month period is 12 weeks, except for qualifying leave to care for a covered military member with a serious injury or illness which is a maximum of 26-weeks in a 12-month period.

CONTINUED EMPLOYEE BENEFITS:

While an employee is on leave under this policy, the county will continue to pay the employee's medical plan premium at the same rate as if the employee had been actively at work. The employee is required to pay for dependent coverage and for any other coverage for which the employee would normally pay, or the coverage will be discontinued. An employee's obligation to pay for coverage will be made through regular payroll deduction while the employee is on paid leave status. While on

unpaid leave, the employee is required to pay for premiums due to the county *an employee's healthcare coverage will cease if the employee's premium payment* no later than 30 days after the date of the pay period in which the premium comes due. The county may cancel unpaid coverage by providing the employee advance written notice, not less than 15 days before the coverage will be cancelled for non-payment.

At the end of the 12-week leave period or the 26-week leave period in a single 12-month period to care for an injured covered military member, an eligible employee will be:

1) Offered COBRA if they are unable to return to work; or

INTERMITTENT LEAVE AND REDUCED SCHEDULE:

An employee may only take intermittent leave under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member or the care of a covered military member or veteran.

An employee may only work a reduced schedule under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member, or the care of a covered military member or veteran. All work time missed as the result of intermittent leave or a reduced work schedule under this policy will be deducted from the employee's 12-week or 26-week leave eligibility in a single 12 month period.

CERTIFICATION REQUIREMENTS:

The county has the right to ask for certification of the serious health condition of the employee or the employee's eligible family member when the employee requests or is using leave under this policy. The county may send a request for medical certification to an employee who has been out of work for three or more days to determine the employee's FMLA eligibility. The employee is requested to have his or her physician complete and return the medical certification within 15 days of the employee's receipt of the form to be eligible for FMLA. An employee's failure to return the medical certification may result in denial of FMLA by the county.

The employee must respond to the county's request for certification within 15 days of receipt of the request or provide a reasonable explanation for the delay in writing before the 15th day after receipt of the request. If an employee does not provide certification or otherwise respond, the county may deny leave under this policy.

An employee is required to provide certification of his or her serious health condition of the employee by having the employee's treating health care provider complete and submit an FMLA form WH-380-E. Also included with this form is the Genetic Information Non-Discrimination statement to be given to any and all health care providers.

An employee is required to provide certification of the serious health condition of an eligible family member by having the family member's treating health care provider complete and submit an FMLA form WH-380-F. Also included with this form is the Genetic Information Non-Discrimination statement to be given to any and all health care providers.

An employee is required to provide certification for leave taken because of a qualifying exigency by having the employee complete and submit an FMLA form WH-384.

An employee is required to provide certification for leave taken for a serious injury or illness of a covered military member or veteran by having the member's or veteran's Department of Defense treating health care provider complete and submit an FMLA form WH-385. The employee may also be required to provide the county with confirmation of the family or next of kin relationship to the seriously injured or ill covered military member or veteran.

If an employee requests intermittent leave or a reduced work schedule, the certification submitted must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. The county may request re-certification for intermittent or reduced schedule leave every six months in connection with an eligible absence.

The county may ask for a second opinion from a health care provider of the county's choice, at the expense of the county, if the county has reason to question the certification, unless the leave is necessary to care for a seriously injured or ill covered service member supported by an invitational travel order (ITO) or invitational travel authorization (ITA) to join an injured or ill service member at his or her bedside.

If there is a conflict between the certification submitted by the employee and the second certification obtained by the county, the county may require a third certification, at the expense of the county, from a health care provider agreed upon by both the employee and the county. The third opinion is final and binding on the county and the employee.

REQUESTING LEAVE:

Unless FMLA leave is unforeseeable, an employee is required to submit a written request for leave under this policy to his or her immediate supervisor. Where reasonably practicable, an employee should give his or her immediate supervisor a minimum of 30-days' notice before beginning leave under this policy. Where it is not reasonably practicable to give 30-days' notice, the employee is required to give as much notice as possible.

REINSTATEMENT:

An employee returning from leave under this policy, and who has not exceeded the 12-week maximum leave period allowed, will be returned to the same job or a job equivalent to the job the employee held before going on FMLA leave. An employee who has not exceeded the 26-week maximum leave period in a single 12-month period, allowed to care for a seriously ill or injured covered military member, will be returned to the same job or a job equivalent to the job the employee held before going on leave. If an employee is placed in a different position, it will be one with equivalent status, pay, benefits, and other employment terms and which entails substantially equivalent skill, effort, responsibility, and authority. The county has no obligation to reinstate an employee who takes more than the 12 weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave allowed, including an employee with available sick or vacation leave.

REPAYMENT OF BENEFITS:

Unless an employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or another situation beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy will be required to reimburse the county for all medical premiums and other benefits paid by the county while the employee was on leave without pay related to his or her FMLA leave.

OTHER BENEFITS:

While on leave without pay under this policy, an employee does not earn vacation or sick leave, is not eligible for holiday pay, and does not earn other benefits afforded to employees actively at work, except as stated in this policy, unless other employees who go on leave without pay are allowed to do so. An employee who is out on approved FMLA leave may not take trips outside of the county unless the travel is related to the employee's own serious health condition, the serious health condition of the child, spouse or parent of the employee or to attend qualifying military events. An employee may ask his or her immediate supervisor for written permission to take other trips outside of the county which may be granted at the supervisor's sole discretion. If the county has a policy forbidding employees from working other jobs, an employee on approved FMLA leave may also be forbidden from working another job while on FMLA leave from the county.

REGULATION:

Any area or issue regarding family and medical leave that is not addressed in this policy is subject to the basic requirements of the FMLA and the regulations issued to implement it.

RETURN-TO-WORK:

An employee is required to provide a fitness-for-duty certification before the employee returns to work.

ENFORCEMENT:

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for unlawful discrimination under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any federal or state law that provides greater family of medical leave rights.

F-14 VOLUNTARY PAYROLL DEDUCTION OF DELINQUENT COUNTY TAXES, OUTSTANDING WINKLER COUNTY MEMORIAL HOSPITAL/RURAL HEALTH CLINIC AND OUTSTANDING COUNTY AMBULANCE ACCOUNTS

Any Winkler County employee that is delinquent on their county taxes or that has an outstanding account at the Winkler County Memorial Hospital/Rural Health Clinic or with the Winkler County Ambulance will be asked to sign a payroll deduction authorization to pay on that outstanding debt. The Tax Office can also set you up a payment plan. The Texas Local Government code 154.045 states the following:

If a notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a county fund in favor of the person, or an agent or assignee of the person, until the person owing the debt is notified that the debt is outstanding and the debt is paid.

COUNTY POLICIES

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G-1 COUNTY-OWNED VEHICLES POLICY

Responsibility – Each Winkler County employee shall be responsible for the care, maintenance, proper use, and upkeep of any vehicle, tool, or other County equipment assigned to him/her. Winkler County employees shall only use equipment, vehicles, tools, and other County property that they are authorized to use. Employees may not allow other individuals to operate the vehicle they have been assigned.

Personal Use –Personal use of a County vehicle shall only be permitted by an elected official. The employee will be required to keep a log of all personal miles driven, including to and from work. These personal miles will be taxed at the current IRS rate in accordance with IRS rules and regulations.

Licenses – Winkler County employees who operate any County equipment or vehicle which requires a license shall be required to have a current active driver's license for that vehicle or equipment any time he/she operates it.

Any employee who operates a vehicle or equipment which requires a license for legal operation shall notify his/her Supervisor/Official of any change in the status of that license immediately.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation shall be subject to possible job change or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's vehicle insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change or termination.

G-2 BUILDING SECURITY

Buildings and Facilities need to stay secure, there are areas where customers, citizens and the general public is not allowed unless escorted and policy will vary by facility or location. The general public is not allowed into buildings and facilities outside of normal business hours.

Direction for Security personnel and county departments

All persons coming in contact with Winkler County security personnel shall be treated with proper consideration and respect without regard to race, color, religion, national origin, sex, sexual orientation, age, physical disability, mental disability, or other characteristics protected by federal or state law. Officials and employees with county identification and card keys may enter the county buildings necessary for them to perform their duties before and after normal business hours. Anyone without county identification will not be allowed access into county facilities other than during normal business hours. Employees using a card key to enter any county building will be required to prohibit any access other than their own. If any employee observes any unauthorized access, they must notify security.

Loss of security badges need to reported immediately, and replacement will cost \$10 for each badge.

Revised January 2021

G-4 COUNTY PURCHASING POLICY

The laws of the State of Texas govern the purchasing policies of Winkler County. Most of these laws are located in the TEXAS LOCAL GOVERNMENT CODE - CHAPTER 262. All purchases costing in excess of \$50,000 must be made through a formal sealed bid or proposal process with award of the bid or proposal by the Commissioners' Court. Penalties for violation of this law are provided in this statute. A more detailed purchasing policy is available through the County Auditor's office.

G-5 CHANGE OF POLICY

Since laws are constantly changing, Winkler County expressly reserves the right to change any of our policies, including those covered here, at any time.

We will notify you of these changes by sending them to your Department Head and having them post the changes. Any changes may be requested from your Human Resources Office. Changes will be effective on the date determined by Commissioners' Court and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your Elected/Appointed Official/Supervisor or with your Human Resources Office. The master copy will be kept up to date and in the Human Resource Office.

G-5 HANDBOOK NOT A CONTRACT

This handbook has been provided to you for the purpose of acquainting you with our policies, benefits and mutual responsibilities. Winkler County may add, change, or delete any of the contents at any time. It should be understood that this handbook does not constitute a contract of employment in whole or in part. Your employment is for no definite period and may be terminated at any time, with or without cause, and without prior notice. No representative of Winkler County has the authority to make any assurance to the contrary. It should also be understood that you, as an employee of Winkler County, are required to abide by all the rules and regulations of the County.

**WINKLER COUNTY
POLICY ON ALCOHOL AND DRUG ABUSE FOR C.D.L. DRIVERS**

APPENDIX A

**EMPLOYEE NOTIFICATION LETTER
FOR REQUIRED C.D.L. HOLDERS**

I certify that I have received a copy of, and have read the above Winkler County Policy on Alcohol and Drug Abuse Procedures. I understand that as a condition of employment as a driver, I must comply with these guidelines, and do agree that I will remain medically qualified by following these procedures. If I develop a problem with alcohol or drug abuse during my employment with Winkler County, I will seek assistance through the current Alcohol and Drug Testing Program Administrator.

EMPLOYEE SIGNATURE

DATE



Texas Department of Transportation

3901 EAST HIGHWAY 80, ODESSA, TEXAS 79761-3522 | 432.498.4710 | WWW.TXDOT.GOV

December 4, 2020

The Honorable Charles M. Wolf
Judge of Winkler County
P. O. Drawer Y
Kermit, TX 79745

Dear Judge Wolf:

The Local Government Assistance Program was established in 1997 under Transportation Code §201.706 and requires the Department to assist counties with surplus materials to repair and maintain county roads. Giving preference to counties with an above average number of overweight trucks receiving weight tolerance permits based on the previous year's permit totals.

The rules for this program (43 Texas Administrative Code §29.3) provide the procedures used to determine the allocation to each county. Maximum use of surplus materials on hand is expected to meet the allocations. New materials will be made available when surplus materials on hand are not available in sufficient quantities or the haul distance or cost is prohibitive.

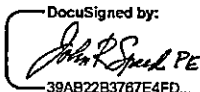
Your county allotment for fiscal year 2021 is \$17,926.

In accordance with 43 TAC §29.3 rules, please submit to us within 45 days your request for surplus materials to be distributed in fiscal year 2021. Surplus material not requested by your county will be made available to other counties. We look forward to receiving your written request at:

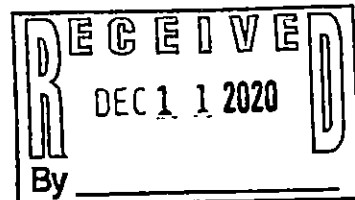
Texas Department of Transportation
Attn: Javier Molinar
3901 E. Hwy 80
Odessa, TX 79761

If you have any questions, please contact Javier Molinar, Odessa District Maintenance Administrator at 432-498-4744.

Sincerely,

DocuSigned by:

39AB22B3767E4FD...
John Speed, P.E.
Odessa District Engineer

cc: file



OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

**WINKLER COUNTY
2021 SALARY SCHEDULE**

	<u>Service In Position</u>	<u>Yearly Wage</u>	<u>Rate</u>
<u>AGRICULTURE DEPT</u>			
Agriculture Agent		\$14,177	\$545.27 bi weekly
Clerk	0-24 Months	\$33,176	\$15.95 per hour
	25-48 Months	\$33,504	\$16.11 per hour
	49+ Months	\$34,180	\$16.43 per hour
<u>Courthouse Officials and Employees</u>			
Auditor		\$92,715	\$ 3,565.96 bi weekly
Commissioners (4)		\$75,882	\$ 2,918.54 bi weekly
County Attorney		\$76,608	\$ 2,946.46 bi weekly
County Attorney State Supplement		\$38,500	\$ 1,480.77 bi weekly
County Clerk		\$73,902	\$ 2,842.38 bi weekly
County Judge		\$83,265	\$ 3,202.50 bi weekly
Co Judge Juvenile Board		\$1,200	\$ 46.15 bi weekly
State Supplement County Judge		\$25,200	\$ 969.23 bi weekly
Tax Assessor/Collector		\$75,476	\$ 2,902.92 bi weekly
Treasurer		\$62,042	\$ 2,386.23 bi weekly
District Clerk		\$73,902	\$ 2,842.38 bi weekly
Professional Prosecuting District Attorney		\$17,304	\$ 665.54 bi weekly
Chief Deputy/First Assistants (6)	0-24 Months	\$48,966	\$ 23.54 per hour
	25-48 Months	\$49,468	\$ 23.78 per hour
	49+ Months	\$50,473	\$ 24.27 per hour
Chief Deputy Treasurer (1)		\$636	\$ 53.00 monthly
<u>Courthouse-Con't</u>			
Deputy Clerks (6) Full Time	0-24 Months	\$40,186	\$ 19.32 per hour
(2) Part Time	25-48 Months	\$40,579	\$ 19.51 per hour
	49+ Months	\$41,409	\$ 19.91 per hour
Human Resources	0-24 Months	\$48,966	\$ 23.54 per hour
	25-48 Months	\$49,468	\$ 23.78 per hour
	49+ Months	\$50,473	\$ 24.27 per hour
Courthouse Yard/ Supervisor (1)	0-24 Months	\$44,904	\$ 21.59 per hour
	25-48 Months	\$47,284	\$ 22.73 per hour
	49+ Months	\$49,753	\$ 23.92 per hour
Laborers (3/2)	0-24 Months	\$38,527	\$ 18.52 per hour
	25-48 Months	\$40,536	\$ 19.49 per hour
	49+ Months	\$42,678	\$ 20.52 per hour
Labor-Part Time (1)	10 weeks	\$ 4,000.00	
First Year			\$ 12.00 per hour
Experienced			\$ 13.00 per hour

	<u>Service in Position</u>	<u>Yearly Wage</u>	<u>Rate</u>
<u>Courthouse</u>			
Janitors-Part Time (2) 20 Hrs per week		\$16,348	\$ 15.72 per hour
<u>Community Center</u>			
Janitor (2) 15 Hrs per week-Kermit		\$12,261	\$ 15.72 per hour
Janitor (1) 10 Hrs per week-Wink			
<u>Swimming Pools</u>			
Kermit		\$62,000	
Wink		\$20,000	
Supervisors			\$ 16.00 per hour
Lifeguards-Certified			\$ 14.00 per hour
Uncertified or Cleaners			\$ 10.00 per hour
<u>Kermit/Wink Parks</u>			
Supervisors (1/1)	0-24 Months	\$44,928	\$ 21.60 per hour
	25-48 Months	\$47,279	\$ 22.73 per hour
	49+ Months	\$49,754	\$ 23.92 per hour
Laborers (3/2)	0-24 Months	\$38,527	\$ 18.52 per hour
	25-48 Months	\$40,536	\$ 19.49 per hour
	49+ Months	\$42,678	\$ 20.52 per hour
Labor-Part Time (2 Kermit 1 Wink)		\$12,000	
First Year			\$ 12.00 per hour
Experienced			\$ 13.00 per hour
		\$4,000.00 per person	
<u>Recreation Center</u>			
Supervisor		\$13,832	\$ 14.00 per hour
Laborer		\$12,324	\$ 12.00 per hour
16 hrs per week during school year			
18 hrs per week summer			
<u>Libraries</u>			
Librarian-Kermit	0-24 Months	\$45,646	\$ 21.95 per hour
	25-48 Months	\$45,952	\$ 22.09 per hour
	49+ Months	\$46,651	\$ 22.43 per hour
Asst Librarian-Kermit	0-24 Months	\$36,473	\$ 17.54 per hour
	25-48 Months	\$37,238	\$ 17.90 per hour
	49+ Months	\$37,696	\$ 18.12 per hour
Asst Librarian-Wink (30 hrs per week)	0-24 Months	\$27,363	\$ 17.54 per hour
	25-48 Months	\$27,924	\$ 17.90 per hour
	49+ Months	\$28,268	\$ 18.12 per hour

Winkler County,

	<u>Service in Postion</u>	<u>Yearly Wage</u>	<u>Rate</u>
<u>Golf Course Cont.</u>			
<u>Golf Course</u>			
Greenskeeper		\$59,493	\$ 28.60 per hour
Golf Course Assistant (1)	0-24 Months	\$42,938	\$ 20.64 per hour
	25-48 Months	\$45,187	\$ 21.72 per hour
	49+ Months	\$47,568	\$ 22.87 per hour
Golf Course Labor (1)	0-24 Months	\$38,526	\$ 18.52 per hour
	25-48 Months	\$40,557	\$ 19.50 per hour
	49+ Months	\$42,698	\$ 20.53 per hour
Seasonal Laborer (1)		\$ 19,600	\$ 14.00 per hour
3/1/2020 to 10/31/2020 40 hrs per week			
<u>Maintenance Engineer</u>			
Engineer	0-24 Months	\$54,841	\$ 26.37 per hour
	25-48 Months	\$55,278	\$ 26.58 per hour
	49+ Months	\$56,129	\$ 26.99 per hour
<u>Health & Welfare</u>			
Veterans Officer		\$3,955	\$ 152.12 bi weekly
Emergency Management Coordinator	0-24 Months	\$46,170	\$ 22.20 per hour
	25-48 Months	\$46,454	\$ 22.33 per hour
	49+ Months	\$47,175	\$ 22.68 per hour
<u>Senior Citizens Center/Meals Program</u>			
Director	0-24 Months	\$36,473	\$ 17.54 per hour
	25-48 Months	\$37,238	\$ 17.90 per hour
	49+ Months	\$37,696	\$ 18.12 per hour
Meal Program Director	0-24 Months	\$3,539	\$ 1.70 per hour
	25-48 Months	\$3,648	\$ 1.75 per hour
	49+ Months	\$3,735	\$ 1.80 per hour
Meal Program Aide-25 hrs per wk		\$18,200	\$ 14.00 per hour
Labor-Part Time -29 hrs per wk		\$21,233	\$ 14.08 per hour

Winkler County

	<u>Service in Postion</u>	<u>Yearly Wage</u>	<u>Rate</u>
<u>Adult & Juvenile Probation</u>			
Chief Adult Officer	Grant	\$30,000	\$ 1,153.85 bi weekly
County side not paid by Grant (1)		\$46,339	\$ 1,782.27 bi weekly
Adult Probation Officer	Grant	\$35,000	\$ 16.83 per hour
County side not paid by Grant (1)	0-24 Months	\$17,679	\$ 8.50 per hour
	25-48 Months	\$17,854	\$ 8.58 per hour
	49+ Months	\$18,182	\$ 8.74 per hour
Chief Deputy/First Assistants (1)	Grant	\$26,790	\$ 12.88 per hour
County side not paid by Grant (1)	0-24 Months	\$22,176	\$ 10.66 per hour
	25-48 Months	\$22,678	\$ 10.90 per hour
	49+ Months	\$23,683	\$ 11.39 per hour
Deputy Clerks (1)	Grant	\$16,000	\$ 7.69 per hour
County side not paid by Grant (1)	0-24 Months	\$24,186	\$ 11.63 per hour
	25-48 Months	\$24,580	\$ 11.82 per hour
	49+ Months	\$25,409	\$ 12.22 per hour
CSR Coordinator-Grant		\$7,698	\$12.50 per hour
Chief Juvenile Officer-Grant		\$27,215	\$1,046.73 bi weekly
Chief Juvenile Officer-County	0-24 Months	\$45,122	\$ 21.69 per hour
	25-48 Months	\$45,581	\$ 21.91 per hour
	49+ Months	\$46,498	\$ 22.35 per hour
Assistant Juvenile Officer-Grant		\$1,603	\$61.65 bi weekly
Assistant Juvenile Officer-County	0-24 Months	\$48,180	\$ 23.16 per hour
	25-48 Months	\$48,661	\$ 23.39 per hour
	49+ Months	\$49,643	\$ 23.87 per hour
<u>District Attorney</u>			
Investigator		\$60,000	\$28.85 per hour
Chief Deputy/First Assistants (1)	0-24 Months	\$48,966	\$ 23.54 per hour
	25-48 Months	\$49,468	\$ 23.78 per hour
	49+ Months	\$50,473	\$ 24.27 per hour
Assistant Deputy	0-24 Months	\$35,236	\$16.94 per hour
	25-48 Months	\$35,860	\$17.24 per hour
	49+ Months	\$36,463	\$17.53 per hour
<u>District Court</u>			
District Judge		\$6,000	\$ 230.77 bi weekly
Bailiff		\$1,500	\$ 35.00 per day

Winkler County

	<u>Service in Position</u>	<u>Yearly Wage</u>	<u>Rate</u>
County Attorney			
Chief Deputy/First Assistant	0-24 Months	\$48,966	\$23.54 per hour
90% to Fund 10	25-48 Months	\$49,468	\$23.78 per hour
10% to Fund 70	49+ Months	\$50,473	\$24.27 per hour
Assistant Deputy			
	0-24 Months	\$35,236	\$16.94 per hour
90% to Fund 10	25-48 Months	\$35,860	\$17.24 per hour
10% to Fund 70	49+ Months	\$36,463	\$17.53 per hour
Emergency Ambulance Service			
EMS DIRECTOR			
	0-24 Months	\$69,211	\$33.27 per hour
	25-48 Months	\$70,631	\$33.96 per hour
	49+ Months	\$72,072	\$34.65 per hour
EMT'S (12 FULL TIME)			
EMT-Basic			
	0-24 Months	\$36,430	\$17.51 per hour
	25-48 Months	\$36,801	\$17.69 per hour
	49+ Months	\$37,543	\$18.05 per hour
EMT-Intermediate			
	0-24 Months	\$44,183	\$21.24 per hour
	25-48 Months	\$44,620	\$21.45 per hour
	49+ Months	\$45,537	\$21.89 per hour
Paramedic			
	0-24 Months	\$52,962	\$25.46 per hour
	25-48 Months	\$53,508	\$25.73 per hour
	49+ Months	\$54,600	\$26.25 per hour
Call Pay			
			\$8.75 per hour
Road & Bridge-Maintenance			
Foreman (2)			
	0-24 Months	\$52,460	\$25.22 per hour
	25-48 Months	\$52,984	\$25.47 per hour
	49+ Months	\$53,508	\$25.73 per hour
Equipment Operator 2 Wink/3 Kermit			
	0-24 Months	\$45,231	\$21.75 per hour
	25-48 Months	\$47,131	\$22.66 per hour
	49+ Months	\$47,612	\$22.89 per hour
Shop Foreman-Kermit Barn			
	0-24 Months	\$52,460	\$25.22 per hour
	25-48 Months	\$52,984	\$25.47 per hour
	49+ Months	\$53,508	\$25.73 per hour
Shop Labor-Kermit Barn			
	0-24 Months	\$38,526	\$18.52 per hour
	25-48 Months	\$40,557	\$19.50 per hour
	49+ Months	\$42,698	\$20.53 per hour
Labor-Part Time (3 Kermit 3 Wink)			
First Year		\$12,000	\$ 12.00 per hour
Experienced			\$ 13.00 per hour
		\$4,000.00 per person	

Winkler County

	<u>Service in Postion</u>	<u>Yearly Wage</u>	<u>Rate</u>
Sheriff Department			
Sheriff		\$75,843	\$ 2,917.04 bi weekly
Sheriff-Salary Supplement			
Jail Food		\$24,000	\$923.08 bi weekly
Chief Deputy*	0-24 Months	\$61,152	\$29.40 per hour
	25-48 Months	\$64,210	\$30.87 per hour
	49+ Months	\$67,421	\$32.41 per hour
Chief Investigator	0-24 Months	\$56,959	\$27.38 per hour
	25-48 Months	\$58,750	\$28.25 per hour
	49+ Months	\$60,563	\$29.12 per hour
Deputies-			
Field Deputies (8)*	0-24 Months	\$51,718	\$24.86 per hour
Deputy/Jailer (1)*	25-48 Months	\$54,448	\$26.18 per hour
	49+ Months	\$57,309	\$27.55 per hour
Jail Administrator	0-24 Months	\$53,771	\$25.85 per hour
	25-48 Months	\$56,610	\$27.22 per hour
	49+ Months	\$59,580	\$28.64 per hour
Jail Assistant Administrator	0-24 Months	\$50,232	\$24.15 per hour
	25-48 Months	\$53,902	\$25.91 per hour
	49+ Months	\$56,588	\$27.21 per hour
Jail Shift Supervisors (5)	0-24 Months	\$49,140	\$23.63 per hour
	25-48 Months	\$51,324	\$24.68 per hour
	49+ Months	\$52,416	\$25.20 per hour
Jailers (10)	0-24 Months	\$43,418	\$20.87 per hour
	25-48 Months	\$45,712	\$21.98 per hour
	49+ Months	\$48,114	\$23.13 per hour
Jail Cooks (3)	0-24 Months	\$32,761	\$15.75 per hour
	25-48 Months	\$34,486	\$16.58 per hour
	49+ Months	\$35,207	\$16.93 per hour
Jail Cooks-Temporary	811 hrs per yr	\$15,750	\$15.89 per hour
Jail Nurse	407 hrs per yr	\$10,859	\$26.74 per hour
Commissary-Salary Food Supplement		\$1,300	\$50.00 bi weekly
Courthouse Security Supervisor (1)	0-24 Months	\$45,712	\$21.98 per hour
	25-48 Months	\$48,114	\$23.13 per hour
	49+ Months	\$50,647	\$24.35 per hour
Courthouse Security Officer (1)	0-24 Months	\$43,418	\$20.87 per hour
	25-48 Months	\$45,733	\$21.99 per hour
	49+ Months	\$48,114	\$23.13 per hour

*Salaries do not include law enforcement longevity pay of \$20.00 month for every year of service.

	<u>Service in Postion</u>	<u>Yearly Wage</u>	<u>Rate</u>
<u>Justice Courts and Constables</u>			
Justice of Peace #1		\$44,428	\$1,708.77 bi weekly
Justice of Peace #1 Receptionist	40 hrs per week	\$30,264	\$14.55 per hour
Justice of Peace #2		\$44,428	\$1,708.77 bi weekly
Justice of Peace #2 Receptionist	16 hrs per week	\$6,053	\$14.55 per hour
Constable Precinct #1		\$11,531	\$443.50 bi weekly
Constable Precinct #2		\$11,531	\$443.50 bi weekly
<u>Other</u>			
Vacation Clerks			\$ 12.00 per hour

Longevity is paid to employees after one year of service at the rate of \$20.00 per month per year of service.

Longevity is paid to elected officials after the first year in office at the rate of \$20.00 per month per year of service.

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19950

Salesperson: MARIA RAMIREZ

Estimate Date: 12/10/2020

Terms: COD

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

WINKLER COUNTY COURTHOUSE
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Ship (432) 586-6658

Work (432) 586-6658

Cell (214) 244-5350

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
405.00	Feet	0.000	0.000		Armstrong VCT 52144 cove black		\$3.45	\$1,397.25
120.00	Feet	0.000	0.000		*3 dark brown cove base		\$1.99	\$238.80
1.00	Unit	0.000	0.000		TAKE UP/and floor prep		\$606.00	\$606.00
1.00	Unit	0.000	0.000		MILEAGE		\$162.00	\$162.00
40.00	Feet	0.000	0.000		*4 dark brown cove base		\$1.89	\$75.60
1.00	Unit	0.000	0.000		MOVE FURNITURE		\$163.35	\$163.35
1.00	Unit	0.000	0.000		DELIVERY		\$150.00	\$150.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19950

Estimate Date: 12/10/2020

Salesperson: MARIA RAMIREZ

Terms: COD

Job:

Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Ship to Address:

WINKLER COUNTY COURTHOUSE
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Work (432) 586-6658

Fax (432) 586-3223

Ship (432) 586-6658

Cell (214) 244-5350

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
----------	-------	-------	--------	---------	-------------	------	-------	-------

Description:

Subtotal: 2,793.00

Tax: \$0.00

Total: \$2,793.00

Payments Received: \$0.00

Total Due: \$2,793.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Sale

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Invoice #: 19635

Salesperson: MARIA RAMIREZ

Order Date: 10/6/2020

Terms: COD

Invoice Date: 11/9/2020

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

down stair halls, breakroom & pink b:
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Ship

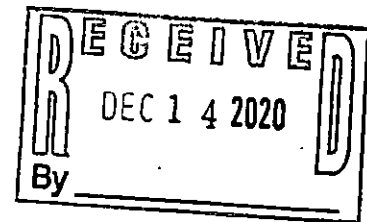
Work (432) 586-6658

Cell

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
585.00	Feet	0.000	0.000		VCT Stone Tex 12X12 Coal black 52144		\$3.45	\$2,018.25
120.00	Unit	0.000	0.000		2 1/2" COVE BASE, DARK BROWN		\$1.99	\$238.80
1.00	Unit	0.000	0.000		TAKE UP		\$375.00	\$375.00
1.00	Unit	0.000	0.000		DELIVERY		\$250.00	\$250.00
1.00	Unit	0.000	0.000		MILEAGE		\$108.00	\$108.00
1.00	Unit	0.000	0.000		FLOOR PREP		\$350.00	\$350.00
12.00	Feet	0.000	0.000		door trim		\$1.85	\$22.20

Handwritten signature



THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Sale

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Invoice #: 19635

Salesperson: MARIA RAMIREZ

Order Date: 10/6/2020

Terms: COD

Invoice Date: 11/9/2020

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

down stair halls, breakroom & pink b:
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Ship

Work (432) 586-6658

Cell

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
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Description:

floor prep will only be charged if needed

Subtotal: 3,362.25

Tax: \$0.00

Total: \$3,362.25

Payments Received: \$0.00

Total Due: \$3,362.25

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Parkhill

INVOICE

Please note that our email domain and website have changed to Parkhill.com

Total Due this Invoice \$34,238.23

Honorable Charles Wolf, County Judge
Winkler County
County Courthouse
PO Drawer Y
100 E Winkler St
Kermit, TX 79745

December 21, 2020
Invoice No: 01409819.00 - 19

Project 01409819.00 Winkler Co Air Hangars

Professional Services from November 1, 2020 to November 30, 2020

Task Construction Admin Services - Hangar access taxiways paved and completed. Hangar concrete foundation and floor have been placed and completed. Anticipating for hangar building delivery by 1/10/2021 to start the construction of the hangars.

Fee

Total Fee	74,993.00		
Percent Complete	60.00	Total Earned	44,995.80
		Previous Fee Billing	41,246.15
		Total Fee	3,749.65
		Task Subtotal	\$3,749.65

Task Resident Project Representative - Provided inspections during construction and placement of pavements for hangar access taxiways and hangar foundation.

Fee

Total Fee	18,208.00		
Percent Complete	50.00	Total Earned	9,104.00
		Previous Fee Billing	7,040.42
		Total Fee	2,063.58
		Task Subtotal	\$2,063.58

Task Sub-Consultant Services for Const. - Building and hangar access taxiways pavement constructions completed.

Fee

Total Fee	28,425.00		
Percent Complete	100.00	Total Earned	28,425.00
		Previous Fee Billing	0.00
		Total Fee	28,425.00
		Task Subtotal	\$28,425.00
		Total Due this Invoice	\$34,238.23

**RETURN REMITTANCE COPY WITH PAYMENT.
THANK YOU!**

**BROWN REYNOLDS WATFORD
ARCHITECTS**



3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

INVOICE NO. 220-10084

November 25, 2020

Charles Wolf
Winkler County
100 E. Winkler
Kermit, TX 79745

Re: County of Winkler - EMS & Dispatch Station No. 1

BRW Project No: 220020.00

Services rendered through October 31, 2020

	Contract Amount	Percent Complete	Total Complete	Prior Billed	Current Billed
PROFESSIONAL SERVICES					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	64,000.00	0.00
Design Development	64,000.00	100.00	64,000.00	64,000.00	0.00
Construction Documents	96,000.00	100.00	96,000.00	76,800.00	19,200.00
Bidding	16,000.00	20.00	3,200.00	0.00	3,200.00
Construction Administration	80,000.00	0.00	0.00	0.00	0.00
Subtotal	<u>338,500.00</u>	<u>72.58</u>	<u>245,700.00</u>	<u>223,300.00</u>	<u>22,400.00</u>
ADDITIONAL SERVICES					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	100.00	41,600.00	33,280.00	8,320.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	50.00	5,575.00	2,787.50	2,787.50
DA Maps & Stormwater Detention	6,500.00	100.00	6,500.00	0.00	6,500.00
Landscape & Irrigation Design	14,000.00	100.00	14,000.00	11,200.00	2,800.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	100.00	4,000.00	0.00	4,000.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>85.51</u>	<u>98,420.00</u>	<u>74,012.50</u>	<u>24,407.50</u>
REIMBURSABLE EXPENSES					
Expenses	28,000.00	6.23	3,252.86	1,743.82	1,509.04
Total Contract	<u>481,595.00</u>	<u>73.13</u>	<u>347,372.86</u>	<u>299,056.32</u>	<u>48,316.54</u>
Invoice Total					\$48,316.54


FRED CLIFFORD, AIA, DIRECTOR

**BROWN REYNOLDS WATFORD
ARCHITECTS**



3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

INVOICE NO. 220-11087

December 11, 2020

Charles Wolf
Winkler County
100 E. Winkler
Kermit, TX 79745

Re: County of Winkler - EMS & Dispatch Station No. 1

BRW Project No: 220020.00

Services rendered through November 30, 2020

	Contract Amount	Percent Complete	Total Complete	Prior Billed	Current Billed
PROFESSIONAL SERVICES					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	64,000.00	0.00
Design Development	64,000.00	100.00	64,000.00	64,000.00	0.00
Construction Documents	96,000.00	100.00	96,000.00	96,000.00	0.00
Bidding	16,000.00	90.00	14,400.00	3,200.00	11,200.00
Construction Administration	80,000.00	0.00	0.00	0.00	0.00
Subtotal	<u>338,500.00</u>	<u>75.89</u>	<u>256,900.00</u>	<u>245,700.00</u>	<u>11,200.00</u>
ADDITIONAL SERVICES					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	100.00	41,600.00	41,600.00	0.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	50.00	5,575.00	5,575.00	0.00
DA Maps & Stormwater Detention	6,500.00	100.00	6,500.00	6,500.00	0.00
Landscape & Irrigation Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	100.00	4,000.00	4,000.00	0.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>85.51</u>	<u>98,420.00</u>	<u>98,420.00</u>	<u>0.00</u>
REIMBURSABLE EXPENSES					
Expenses	28,000.00	12.40	3,472.14	3,252.86	219.28
Total Contract	<u>481,595.00</u>	<u>74.50</u>	<u>358,792.14</u>	<u>347,372.86</u>	<u>11,419.28</u>
Invoice Total					\$11,419.28

FRED CLIFFORD, AIA, DIRECTOR



Invoice Number 7-186-45554	Invoice Date Nov 19, 2020	Account Number 1173-0726-3	Page 5 of 6
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Tracking ID: 772046950250 continued

Svc Area	AI	Discount	-25.55
Signed by	M.LOZANO	Fuel Surcharge	1.09
FedEx Use	00000000/1508/	Total Charge	USD \$32.31

Shipper Subtotal USD \$180.95

Ship Date: Oct 19, 2020 Cust. Ref.: COUNTY OF WINKLER EMS Ref.#2:
 Payer: Third Party Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.75% to this shipment
- Distance Based Pricing, Zone 4
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

Automation	INET	Sender	Recipient	
Tracking ID	771835760768	Rick Johnson	JUDGE CHARLES M WOLFE	
Service Type	FedEx Priority Overnight	MS DALLAS REPROGRAPHICS,INC	COUNTY OF WINKLER	
Package Type	Customer Packaging	1130 Dragon Street	100 EAST WINKLER ST	
Zone	04	DALLAS TX 75207 US	KERMIT TX 79745 US	
Packages	1			
Rated Weight	14.0 lbs, 6.4 kgs	Transportation Charge		139.50
Delivered	Oct 20, 2020 11:22	Discount		-62.33
Svc Area	PM	Fuel Surcharge		3.12
Signed by	D.SIMMONS	Courier Pickup Charge		4.00
FedEx Use	00000000/1530/	DAS Comm		3.10
		Third Party Billing		2.16
		Total Charge	USD	\$88.55

Ship Date: Oct 19, 2020 Cust. Ref.: COUNTY OF WINKLER EMS Ref.#2:
 Payer: Third Party Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.75% to this shipment
- Distance Based Pricing, Zone 4
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

Automation	INET	Sender	Recipient	
Tracking ID	771835761709	Rick Johnson	JUDGE CHARLES M WOLFE	
Service Type	FedEx Priority Overnight	MS DALLAS REPROGRAPHICS,INC	COUNTY OF WINKLER	
Package Type	Customer Packaging	1130 Dragon Street	100 EAST WINKLER ST	
Zone	04	DALLAS TX 75207 US	KERMIT TX 79745 US	
Packages	1			
Rated Weight	27.0 lbs, 12.2 kgs	Transportation Charge		210.60
Delivered	Oct 20, 2020 11:22	Discount		-94.77
Svc Area	PM	Fuel Surcharge		4.61
Signed by	D.SIMMONS	Courier Pickup Charge		4.00
FedEx Use	00000000/1530/	DAS Comm		3.10
		Third Party Billing		3.19
		Total Charge	USD	\$130.73

Ship Date: Oct 19, 2020 Cust. Ref.: COUNTY OF WINKLER EMS Ref.#2:
 Payer: Third Party Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.75% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	771839708953	Rick Johnson		
Service Type	FedEx Standard Overnight	MS DALLAS REPROGRAPHICS,INC		
Package Type	Customer Packaging	1130 Dragon Street		
Zone	02	DALLAS TX 75207 US		
Packages	1			
Rated Weight	12.0 lbs, 5.4 kgs	Transportation Charge		46.98
Delivered	Oct 20, 2020 17:02	Discount		-21.14
Svc Area	A2	Fuel Surcharge		1.12
Signed by	C.CRAVER	Courier Pickup Charge		4.00
FedEx Use	00000000/1283/	Third Party Billing		0.77
		Total Charge	USD	\$31.73

Third Party Subtotal USD \$251.01

Total FedEx Express USD \$431.96