

# WEBB COUNTY

## VOLUNTARY SEPARATION INCENTIVE PLAN AGREEMENT

This Voluntary Separation Incentive Plan Agreement ("Agreement") is between WEBB COUNTY and Andrea L. Morais ("Eligible Employee"). For and in consideration of the mutual promises and covenants expressed herein:

1. Effective on or before September 30, 2019, I as an Eligible Employee am voluntarily requesting separation/retirement and shall separate as an employee from WEBB COUNTY.
2. In consideration of Eligible Employee's voluntary decision to separate/retire from Webb County, which is further evidenced by the release included and incorporated into this Agreement in paragraph 5 herein, WEBB COUNTY shall make the Voluntary Separation Incentive payment provided that the Eligible Employee:
  - a. has worked for Webb County for a minimum of 8 years to qualify under the Webb County Voluntary Separation Plan, and
  - b. provides a completed signed Voluntary Separation Incentive Program Application Form, and
  - c. provides a completed signed Voluntary Separation Incentive Plan Agreement, and
  - d. provides written confirmation of Opting-Out (Opt-Out) of medical insurance and benefits provided by Webb County to the Eligible Employee, Eligible Employee's spouse, and/or Eligible Employee's dependent(s) enrolled under Eligible Employee's County medical insurance, and
  - e. Eligible Employee Opt-Out of any coverage provided under their spouses Webb County insurance if any. Eligible Employee's spouse, who is working for Webb County, may remain on the County's insurance plan and is not affected by this agreement unless said spouse is also applying for the Voluntary Separation Incentive Plan.
3. WEBB COUNTY shall make a one-time lump-sum payment equal to 30% of the Eligible Employee's current fiscal year base salary **excluding** any stipends or supplemental pay (as described in the Voluntary Separation Incentive Program Application Form), in the amount as specified below, less any retirement contributions, all required federal and state taxes and any deductions as required by contract or law.

○ One payment of 9,472.32 on September 2019.

Retirement contributions will be withheld from and made to TCDRS by WEBB COUNTY. The Eligible Employees signature in this Agreement constitutes the Eligible Employee's acceptance of the accuracy of the calculation of the amount of the voluntary separation incentive payment.

4. This Agreement is not intended to address or in any way affect Eligible Employee's eligibility for retirement benefits. Should you, your spouse, former spouse, child(ren) or dependent(s) need COBRA insurance then the person applying for COBRA will be obligated to pay for it, however if the Eligible Employee, spouse, former spouse, child(ren) or dependent(s) elect to use the COBRA insurance then the Eligible Employee shall return the lump-sum payment to Webb County upon written demand. The Eligible Employee is solely responsible for consulting with his/her retirement program administrator to determine eligibility for and the amount of any benefits, determining eligibility for retiree health benefits, if any, and applying for such benefits, if any, in accordance with state and federal law. In addition, the Eligible Employee is solely responsible for consulting with his/her accountant or financial advisor in order to decide whether to pursue separation or retirement from WEBB COUNTY under this Agreement.
5. **In consideration for the Voluntary Separation Incentive payment provided in this Agreement, Eligible Employee hereby releases WEBB COUNTY, Webb County's officers, employees, board members, agents and representatives (both present and future) from all claims, demands and causes of action of any kind whether known or unknown arising under the law, in equity or otherwise, and whether based in tort, contract, statute, the constitutions of the United States and/or the State of Texas or any other basis the Eligible Employee has or may have as of the date of execution of this Agreement, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Worker's Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age, or state of health.**

Eligible Employee does not release any claim, demand, or cause of action that may arise after the date of separation. In addition, nothing in this Agreement shall affect or interfere with Eligible Employee's right to file a charge with the Equal Employment Opportunity Commission or to participate, cooperate, or assist in an investigation or proceeding conducted by the Equal Employment Opportunity Commission.

6. **Eligible Employee hereby dismisses, waives any and all complaints, appeals, and/or grievances to which Eligible Employee is or maybe entitled to at the time of separation. The Eligible Employee holds harmless the County for any voluntary decision made by the Eligible Employee to participate in this Voluntary Separation Incentive Program.**

7. Eligible Employee agrees that on or before the effective date of Employee's separation, Eligible Employee will return all Webb County property to his/her appropriate supervisor.
8. As part of this agreement the Eligible Employee acknowledges that he/she has waived their Webb County benefits as set forth in the attached Exhibit A and agrees that he/she may not rescind this Agreement once it is signed and submitted and the seven-day revocation period has elapsed. The Eligible Employee acknowledges and understands that the County will rely on the Eligible Employees Application as a means to budget for the next fiscal year.
9. Eligible Employee is hereby advised to consult with an attorney at their own expense prior to executing this Agreement. Eligible Employee acknowledges that Exhibit A to this Agreement is a copy of the Webb County Retiree Employee Benefits Policy that was provided to Eligible Employee that describes those individuals covered by the Webb County Retiree Employee Benefits Policy eligibility for the Program and any time limits applicable to the Program. Eligible Employee also acknowledges that Exhibit B to this agreement is the signed application as submitted by the Eligible Employee. Exhibit C is the sworn statement of the Eligible Employee. Exhibit D is a copy of §175 of the Texas Local Government Code. Exhibits A, B, C, and D are incorporated into and made a part of this Agreement.

In consideration of the amount set out in paragraph 3 of this agreement Eligible Employee agrees and affirms that they will Opt-Out of the Webb County Insurance and benefits in writing; should the Eligible Employee, spouse, or dependent be eligible for such insurance and/or benefits it is understood by the Employee that the lump-sum payment is meant as a means to reduce the costs associated with raises and fringe benefits that have been accumulated by the Eligible Employee and to be consistent with the Wage and Pay Scale policy (Policy) adopted by Webb County. Furthermore, the Eligible Employee by signing this agreement acknowledges that they are waving their rights as provided under §175 of the Texas Local Government Code.

10. The terms of this Agreement shall be subject to and interpreted in a manner consistent with the laws of the State of Texas and of the United States. Venue and jurisdiction shall lie in Webb County, Texas District Court.
11. This Agreement is not assignable. This Agreement shall not be amended, modified nor altered unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties.
12. This Agreement is subject to the policies, regulations and rules of WEBB COUNTY in effect or as hereinafter amended, including specifically policies, regulations and/or rules relating to termination for cause, financial exigency and/or program discontinuance. This Agreement becomes null and void if: (1) the Eligible Employee is terminated for cause or resigns in writing prior to signing the Application for this program.

- 13. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered.
- 14. This Agreement shall become effective following the date of execution by both parties.

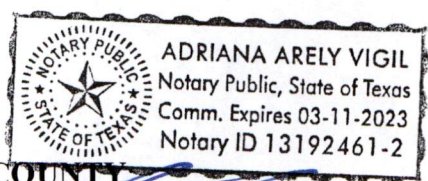
**ELIGIBLE EMPLOYEE:**

Signature: *Andrea Morales* Date: 8-7-19  
 Print Name: Andrea Morales

STATE OF TEXAS §  
 COUNTY OF WEBB §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Andrea Morales, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of August, 2019.



*Avigil*  
 Notary Public, State of Texas

**WEBB COUNTY**  
 Signature: *Tano E. Tijerina*  
 Print Name: Tano E. Tijerina, Webb County Judge

Date: August 26, 2019

# EXHIBIT A

In accordance with policies and general procedures approved by the Commissioners Court, and as modified with approval of Commissioners Court, approved deductions from an employee's pay may be authorized by the employee for:

1. Deferred Compensation;
2. Group Health/Medical Insurance for dependents;
3. Credit Union Deposits;
4. United Way or other charitable contributions; or
5. Supplemental policies as authorized by the Commissioners Court.

#### ***7.04 PAY PLAN***

Each year the Commissioners Court, under statutory budgetary procedures, decides the number of regular and temporary positions allowed to each department and the salary range of each. Requests for additional positions or changes in position salary not granted at budget time must be submitted to and approved by the Commissioners Court.

#### ***7.05 LATERAL TRANSFERS***

Lateral transfers are movements of an employee between positions at the same or roughly comparable pay rate. Lateral transfers may be made within the same department and are to be made in accordance with the hiring procedures set forth in the Civil Service Rules and Regulations. The lateral transfer of an employee between departments of the County must be approved by the Department Head or Elected Official of the receiving department and, for a civil service position, is subject to the provisions of the Civil Service Rules and Regulations relating to Promotions, Demotions, and Lateral Transfers and to Internal Posting Procedures. Transfer of leave balances and compensatory time shall be handled in the same manner as Transfer Employees as discussed in § 6.05 of this manual.

#### ***7.06 DEMOTIONS***

A demotion is a change of duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a disciplinary measure because of unsatisfactory performance in a higher position, or as a result of elimination of the higher positions. Demotion of a civil service employee is governed by the Civil Service Rules and Regulations.

#### ***7.07 CALCULATION OF SEPARATION PAY***

Upon separation from County employment, employees will be paid for all earned and unused annual leave up to a maximum of 176 hours. Employees also will be paid for all accrued compensatory time. Both annual leave and compensatory time will be paid at the current rate of pay at the time of the separation. Payment for up to the above-said maximum allowed annual leave and compensatory time will be included

in the employee's final paycheck. There is no payment for unused sick leave or personal days. The vacancy created by a separation of employment may be filled as long as money is available in the budget to complete the fiscal year or upon allocation of funds by the Commissioners Court for such purpose.

## **8.00 SUMMARY OF EMPLOYEE BENEFITS**

### **8.01 MEDICAL**

Full-time employees shall receive group health and life insurance coverage on such terms as the County may arrange. Exempt JJAEP employees shall be provided with insurance coverage on the same terms as regular, full-time employees and such insurance coverage will continue through their summer lay-off, if any, and until any such employee resigns, retires, is fired, or his or her employment is otherwise terminated.

Upon termination of Webb County employment, employees currently receiving group insurance may be eligible for continuation of group insurance for a period of time, at their expense, pursuant to Federal law.

### **8.02 SOCIAL SECURITY AND MEDICARE**

All employees of Webb County are subject to withholding of income for Social Security and Medicare as required by federal law.

### **8.03(a) RETIREMENT PLAN**

Webb County participates in the Texas County and District Retirement System ("TCDRS"). Mandatory participation in the Retirement Plan is required by State law for all full-time and part-time County employees except for temporary employees. Participation in the plan includes the County withholding a percentage of the employee's wages and the County making additional deposits on the employee's behalf. An employee who retires/separates from employment with Webb County and meets the requirements of the TCERS plan may receive retirement benefits from the plan.

Retirees/former employees may be eligible for rehire by the County and may continue to receive retirement benefits if certain conditions are met.

Elected Officials, Department Heads, and Employees must note the following:

1. The Internal Revenue Service requires that a retirement be based upon a bona fide break in service. There can be no prior agreement, arrangement, or understanding that an employee is to be re-hired after he or she retires.
2. TCERS requires a break in service of at least one full calendar month before a retiree/former employee can be rehired. For example, an employee who retires/ separates

from County on April 15 would not be eligible for rehire until June 1, after the entire month of May had passed.

3. **FAILURE TO COMPLY WITH RELEVANT INTERNAL REVENUE SERVICE REGULATIONS MAY RESULT IN THE LOSS OF “QUALIFIED STATUS” FOR THE COUNTY’S RETIREMENT PLAN.**
4. The loss of “qualified status” can result in the following:
  - a. The County could be liable for back taxes, interest and penalties on the employer contributions and employee deposits to TCDRS retroactive to the date the plan was determined to be non-qualified.
  - b. The County may have to withhold taxes on TCDRS contributions and deposits going forward.
  - c. County employees may be liable for income taxes on the value of their vested benefits even though those benefits are not distributed at that time.
  - d. Rehired retirees who did not have a bona fide separation may owe a 10 percent penalty and be required to repay all of their monthly payments to TCDRS.

Retirees and employees who are contemplating retirement should consider the following:

1. Retirees/former employees do not have a right to return to work. There is no explicit or implied preferential status given to retirees when they apply for vacant positions with the County.
2. Employees who are considering retiring/separating from County should take into account the effect retirement may have on their other employee benefits.
3. Drawing a pay check and a retirement check may result in additional income taxes that may reduce the actual value of that income.
4. Retiring/separating from employment and returning to work may reduce future retirement income.

Before a retiree/former employee may be rehired, both the retiree and the hiring department head must sign affidavits to ensure compliance with this policy.

The retiree’s/former employee’s affidavit must state as follows:

1. At the time of retirement/separation, there was no agreement, arrangement, or commitment that the retiree/former employee would be hired or rehired at a later date by any department or office of Webb County; and
2. A full calendar month elapsed between the date of retirement and the date of rehire.

The hiring department head’s affidavit must state as follows:



1. The department head is not aware of any agreement, arrangement, or commitment that the retiree/former employee would be hired or rehired by any department or office of Webb County at a later date following his/her retirement/separation.
2. The position to be filled by the retiree/former employee was open to fair competition, other candidates were considered, and the retiree was deemed to be the best qualified candidate for the job; and
3. A full calendar month elapsed between the date of retirement/separation and the date of rehire.

These affidavits must be signed and notarized, and filed with the Administrative Services Department which will provide copies to the County Treasurer.

Further information regarding the retirement plan may be obtained from the Texas County and District Retirement System or from the Webb County Treasurer.

### ***8.03(b) WEBB COUNTY RETIREE EMPLOYEE BENEFITS POLICY***

#### **Purpose:**

To establish an employee benefit policy for Webb County Employees who are eligible for retirement as per the guidelines of this policy.

#### **I. Eligibility**

Current employees who meet one of the following criteria are eligible to participate in this retirement employee benefit program:

1. Must not have already retired from Webb County, employment nor have already been enrolled or received benefits under this plan; or
2. Must be covered as an active employee under the County's employee benefit plan at the time of retirement; or
3. The employee must meet one of the following additional criteria:
  - i. Age 60 plus 8 years of Webb County employment, or
  - ii. Twenty (20) years of employment with Webb County.

#### **II. Coverage Period**

1. The retiree employee benefit program will offer coverage to its eligible retirees, as defined above.
2. Coverage will not exceed 5 years pre-Medicare for retirees younger than sixty (60) years of age Retires sixty (60) years of age and older shall be eligible for coverage until they reach

the age of sixty-five (65), and shall also be eligible for the Medicare supplement at age Sixty-five (65).

### **III. Coverage Payments**

1. Payment of monthly cost of coverage shall be made through auto debit to the Retiree's bank account.
2. Failure of any retiree to make timely payments to the County of any required contribution shall act as a termination of the participation in this program.
3. All retirees are required to make their contributions monthly, on or before the first day of each month, via auto debit. If for any reason should the funds not clear by auto debit payment, retiree must make payment with a cashier's check or money order, no later than the 10<sup>th</sup> of the month.

### **IV. County Payments**

1. The County shall contribute 57% of expected monthly cost to fund the retiree program. Eligible retirees shall contribute 43% of the expected cost subject to annual adjustments. Webb County's employee benefit plan will be the retiree's primary coverage until the retiree attains the age of sixty-five (65). Once the retiree is Medicare eligible, Medicare will become the primary insurance for the retiree and coverage under the County's health care program will cease.
2. Eligible retiree dependents shall contribute 100% of the maximum cost of the coverage.
3. Supplemental Health Insurance- Upon the retiree becoming Medicare eligible, the County will offer the retiree supplemental health care insurance if the retiree has enrolled in Medicare A and B. The County will pay one hundred dollars (\$100.00) toward the cost of the supplemental insurance and the retiree shall pay the balance of the cost of the supplemental insurance. Retiree must advise Administrative Services Department 60 days prior to Medicare Eligibility, so that, the transition can be done in a timely manner.
4. The retiree shall pay one hundred percent (100%) of the cost of the supplemental insurance for each of the retiree's dependents coverage under the supplemental insurance.

### **V. Employee Coverage**

The type of coverage available to retirees is based on the eligible employee's status at the time of retirement. The retiree will be classified as either:

Medicare eligible- Medicare will be the primary health insurance if the retiree qualifies Medicare Part A and B, County shall offer supplemental health insurance benefits as set out above.

Pre-Medicare eligible- County shall make no payments under age sixty-five (65), and the County Health Insurance is the primary Health Coverage.

## **VI. Enrollment**

1. A county employee, who is eligible for Retiree Health Benefits, must enroll in the Retiree Health Insurance Program within thirty (30) days of his/her retirement from County service. Failure of the employee to enroll within the thirty day enrollment period as specified herein shall be deemed a refusal or waiver by the employee to participate in the program or receive benefits there under.
2. For those eligible for the Medicare Supplement at age (65) sixty five, retiree must advise Administrative Services Department 60 days prior to Medicare Eligibility, so that, the transition can be done in a timely manner.

## **VII. Reservation of Rights**

1. Subject to available funding, Webb County reserves the right, at any time, to change, delete, or add any benefits and/or policies which have been adopted previously while at the same time being in compliance with 175 of the local Government Code, State of Texas.
2. This plan shall be in force and effective January 1, 2014, upon approval by the Webb County Commissioners Court and will be applied to all employees who are employed by Webb County as of December 1<sup>st</sup>, 2013.

### **8.04 WORKERS' COMPENSATION**

All Webb County employees, Department Heads, and Elected Officials are covered under a workers compensation policy. The purpose of the insurance is to provide all benefits (e.g., medical costs and lost wage benefits) afforded under the Texas Worker's Compensation Law to any County employee injured on the job who is protected by such law.

### **8.05 UNEMPLOYMENT INSURANCE**

Webb County subscribes to the Texas Unemployment Compensation Insurance Program.

## **9.00 LEAVE AND HOLIDAYS**

### **9.01 DEFINITIONS**

- Leave: is time during regular working hours in which an employee does not engage in the performance of job duties, leave time may be either paid or unpaid.
- Holidays: are days designated by the Commissioners Court for County offices to be closed on what would otherwise be regular business days.
- Unauthorized Absence: An unauthorized absence is one in which the employee is absent from regular duty without permission of the supervisor, appropriate Elected Official or Department Head. Employees are not paid for unauthorized absences, and cannot use accruals to compensate for that absence.

# EXHIBIT B

WEBB COUNTY 2019

VOLUNTARY SEPARATION INCENTIVE PROGRAM

APPLICATION FORM

Subject to funding availability and approval by the Webb County Commissioners Court, any full-time Webb County Eligible Employees paid exclusively from one of the following: (1) the Webb County General Fund; (2) the Road & Bridge Fund; (3) the Water Utilities fund; (4) the Utilities Fund and is not paid based on a reimbursement to Webb County, a grant or other non-Webb County funding sources, are eligible to participate in this voluntary separation incentive program provided that the Eligible Employee meets or exceeds all of the criteria identified throughout this document. This separation program is **completely voluntary** and any Eligible Employee as set out above is free to choose whether or not to participate. For the purposes of this program, an elected official is not defined as an Eligible Employee; therefore, an elected official does not qualify for this program.

In addition to the requirements set out above the applicant must meet the Texas County and District Retirement System's (TCDRS) defined requirements for retirement, sign a waiver and opt-out of Webb County insurance and benefits, must separate or retire by September 30, 2019. Any Eligible Employee who does not meet or exceed these requirements as of September 30, 2019, does not qualify for this program.

The TCERS retirement eligibility rules are as follows:

You must have worked for Webb County at least eight (8) years.

AGE	SERVICE
60	With 8 years; or
Any Age	With 20 years; or
Age plus your years of service equals 75 (also called the Rule of 75).	

Date 8-1-19

Initials JS

**Eligible Employee** means: any full-time Webb County employee who has worked for Webb County a minimum of 8 years and whose salary during those eight years has been paid exclusively from one of the following:

1. Webb County General Fund
2. The Road & Bridge Fund
3. Water Utilities Fund
4. Utilities Fund

And the base salary paid is not subject to a reimbursement to Webb County, a grant, or other non-Webb County funding sources.

An elected official is not defined as an employee for the purposes of this program.

**Opt-Out** means: to choose not to be part of an activity or to stop being involved in it.

**Stipend** means: a fixed regular sum paid as a salary supplement or allowance excluding any step increases under the Wage and Pay Scale Policy adopted by Webb County.

**Supplemental Pay** means: money paid to an employee from any funding source in addition to their regular wages and step increases under the Wage and Pay Scale Policy adopted by Webb County regardless if it is for their assigned duties or additional duties performed by the employee.

**Waiver** means: a document that states the employee has relinquished their Retiree Insurance and Benefits.

**COBRA** means: The Consolidated Omnibus Budget Reconciliation Act which gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances.

Webb County will make every reasonable effort to ensure that those Employees who choose separation do so voluntarily and with the understating of the retirement eligibility requirements defined by TCDRS rules, as well as the benefits of this offer. To ensure that employees understand who is eligible and what benefits are being offered, the County will provide the Employee with information regarding

Date 8-1-19

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eligibility and benefits. The County has attached to this form a Planning for Retirement information sheet from TCDRS, a copy of the Webb County Retiree Benefits, an affidavit form, and a copy of the Texas Local Government Code §175.

The proposed date of separation shall not be later than September 30, 2019. Any employee who has already retired from Webb County, submitted notice of retirement and or resigned prior to the announcement of this program is not eligible for this program.

This program is currently effective as of June 10, 2019 and **will be closed on July 26, 2019**. This program was initiated to determine if anyone was interested on June 10, 2019 and was approved by the Webb County Commissioners Court to extend the offer effective as of **July 8, 2019**.

Eligible Employees submitting the Voluntary Separation Incentive Application Form by the deadline identified above, and who actually separate or retire through this program on or before September 30, 2019, will receive **30%** of this year's salary, excluding any stipend or supplemental pay that the Eligible Employee receives as compensation, in consideration of their voluntary separation or retirement. The **30%** will be subject to all taxes, contributions, and adjustments that federal and state law requires.

The Eligible Employee will receive as a payment their compensatory time and time and a half and annual leave if any. **Eligible Employee may request leave to consult with their attorney of financial planner if the consultation is to occur during County business hours.** The Eligible Employee shall submit any outstanding leave forms to their supervisor for documentation purposes. Failure to request leave and submit documentation for leave is a violation of the Webb County Policy. This plan does not affect the right of the County to send Eligible Employees "home" to reduce compensatory hours as ordered by the Webb County Commissioners Court.

The Eligible Employee acknowledges that they have sought this agreement of their own volition and understands that they must seek out their medical insurance from a provider other than Webb County for themselves, their spouse, former spouse and/or dependent(s). The Eligible Employee acknowledges he/she will seek medical coverage from sources other than Webb County and will not be eligible for medical


coverage nor benefits from Webb County by direct or indirect means. The Eligible Employee shall seek information on their own including: legal advice, financial guidance, retirement planning, social security benefits, supplemental insurance, life insurance, or additional medical insurance coverage. Webb County will not provide financial planning, legal advice, nor choose the Eligible Employee's insurance plan.

The Eligible Employee will have until **August 9, 2019** to submit this form. Once submitted it may be revoked within 7 calendar days of its submission. Failure to revoke this form in a timely manner may, at the discretion of Webb County, be used to deny future admissibility for early retirement or separation programs offered by Webb County. There is no guarantee that the program will be available next year nor can the County promise to consider it without Commissioner Court action during the applicable fiscal year.


In the event that an Eligible Employee who has filed the completed form, *signed the Voluntary Separation Agreement* ("Agreement") and has filed for retirement with TCDRS, dies prior to the end of the separation date, the Eligible Employee will have been deemed to have completed the process and the estate of that Eligible Employee will receive the payment for the separation incentive program. The County will require either letters of administration or letters testamentary prior to the release of any payment.

  
(Initial)

I am not required to separate or retire through this program and may still retire or separate through Webb County without relinquishing my rights and/or benefits. I voluntarily elect to separate and/or retire before the 30<sup>th</sup> day of September of 2019.

  
(Initial)

I understand and acknowledge that I have knowingly and voluntarily accepted the Voluntary Separation Incentive Program offered by Webb County and all of its prerequisites and conditions as fully explained to me by Webb County.

  
(Initial)

I also understand that this acceptance of the voluntary separation incentive program is irrevocable on the part of the participant upon the required due date of the "revocation period" of his/her submission of this Application form and signature of the Eligible Employee on the Voluntary Separation Incentive Plan Agreement.

Date 8-1-19

Initials AM



SLM  
(Initial)

I understand that Webb County will only provide the information for eligibility for retirement and will not provide any advice for financial planning or alternative insurance plans.

SLM  
(Initial)

I understand that Webb County will pay only upon the completing of the separation, tendering the written waiver and submitting in writing confirmation of opting out of the Webb County Medical and Benefits Policy for myself, spouse, ex-spouse, child(ren) and dependent(s).

SLM  
(Initial)

I understand that Webb County will pay only upon the completion of the separation or retirement, tendering the written waiver and submitting in writing confirmation of opting-out of the Webb County Medical and Benefits Policy for myself, spouse, ex-spouse, child(ren) and dependent(s) that have benefits by and through me.

SLM  
(Initial)

Should I, my spouse, former spouse, child(ren) or dependent(s) remain on the Webb County Medical Insurance & Benefits, Webb County will be entitled to reimbursement of any claims paid on behalf of the Eligible Employee, spouse, former spouse, child(ren) or dependent(s) for the total amount of actual costs incurred by Webb County as permitted by §175.006(4) of the Texas Local Government Code.

SLM  
(Initial)

I acknowledge and agree that once I leave my employment with Webb County I will not apply for nor be considered for future employment with Webb County.

SLM  
(Initial)

I acknowledge that in the event that I am hired by Webb County at any time after separation, upon written demand by Webb County, I will fully reimburse Webb County the full amount of the incentive, including taxes, deductions, adjustments, contributions, and/or any amount that was paid to me as part of the Voluntary Separation Incentive Plan Agreement.

SLM  
(Initial)

I agree and acknowledge that subject to the limitations of Federal, Texas State and local law, I will reimburse Webb County the entire amount of the voluntary separation incentive payment should I breach the Voluntary Separation Incentive Plan Agreement. This clause does not include amounts that I have lawfully earned and I am entitled to (i.e., annual leave, compensatory time, collective bargain agreement, etc.)

Date 8-1-19

Initials SLM

SPN  
(Initial)

I acknowledge that I was given at least 45 days to consider and accept the terms of the Voluntary Separation Incentive Plan Agreement and that I was advised to consult with an attorney about the Agreement before signing it.

SPN  
(Initial)

You are not bound to the Agreement at this time, this is just the Application. Please date, sign and submit this Application if you are interested in applying for this Program. A Voluntary Separation Incentive Plan Agreement will be given to you within 3 business days of your submission of this Application. Review the Agreement and its attachments before you return it to the Webb County Human Resource Department ("Human Resources"). Once you sign and submit the Agreement, you will have seven (7) additional days ("revocation period") from the date you submit the Agreement to revoke your acceptance of the Agreement. If you decide revoke the Agreement, you must give Human Resources a written statement of revocation via email at [ernestog@webbcounytx.gov](mailto:ernestog@webbcounytx.gov) or send it to Human Resources by fax (Fax No. 956-523-5053 ), or registered mail before September 30, 2019; not on September 30, 2019. Human Resources must receive the revocation before September 30, 2019 in order for the revocation to be effective.

SPN  
(Initial)

You understand that if you, your spouse, former spouse, or dependent(s) qualify for COBRA you are entitled to it however, any person who applies for COBRA will be obligated to pay for it. **If you, your spouse, former spouse, child(ren) or dependent(s) elect to use COBRA insurance you, the Eligible Employee, shall, upon written demand by Webb County, return the 30% lump-sum payment that the County made to you.**

Signature of Participant: Andrew L Morales Initials SPN

Date Signed: 8-1-19

Printed Name of Participant: Andrew L Morales

Office Use Only:

Date 8-1-19

Initials SPN

Received: Time Stamp



AUG 1 '19 AM 11:25  
WEBBCTY HUMANRESOURC

Date 8-1-19

Initials fdm

# EXHIBIT C

STATE OF TEXAS §

COUNTY OF WEBB §

BEFORE ME, the undersigned authority personally appeared Andrea L. Morales, who, by me duly sworn, deposed as follows:  
"My name is Andrea Morales and I presently reside in Laredo, Webb County, Texas. I am of sound mind, over 21 years of age, have never been convicted of a serious crime and have personal knowledge of the following facts which are herein stated and which are true.

"I am currently employed by Webb County and have been employed in that position since (Day) 11 (Month) 12 (Year) 95.

I have read the Application and Agreement for the Webb County 2019 Voluntary Separation Incentive Program and do hereby acknowledge my decision to apply for this program is done knowingly and voluntarily and I have not been threatened nor coerced into this Voluntary Separation Plan Agreement. I do understand that I will hold harmless Webb County of my decision to separate from my employment. I hereby waive my insurance and benefits afforded to me by Webb County pursuant to Texas Local Government Code §175. Therefore, I elect to opt-out of the Webb County insurance and benefits upon my separation and shall seek medical coverage and any insurance I may need on my own. I understand that I can take my benefits with me regarding retirement or medical insurance by not separating from my Employer through this program. Should I need COBRA insurance, I will make myself responsible to pay any premium required of me including any costs associated with COBRA insurance and will return my voluntary separation incentive payment.

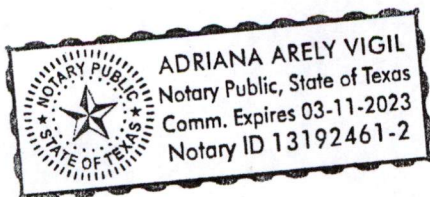
Further affiant sayeth not.

[Signature]  
Signature of Affiant

Andrea L. Morales  
Printed Name of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Andrea L. Morales on this the 7th day of August, 2019.

[Signature]  
Notary Public, State of Texas



# EXHIBIT D

LOCAL GOVERNMENT CODE

TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE  
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 175. RIGHT OF EMPLOYEES OF CERTAIN POLITICAL SUBDIVISIONS  
TO PURCHASE CONTINUED HEALTH COVERAGE AT RETIREMENT

Sec. 175.001. APPLICABILITY. This chapter applies to a person who:

(1) retires from:

(A) county employment in a county with a population of 75,000 or more;

(B) employment by an appraisal district in a county with a population of 75,000 or more; or

(C) municipal employment in a municipality with a population of 25,000 or more; and

(2) is entitled to receive retirement benefits from a county, appraisal district, or municipal retirement plan.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.001 by Acts 1995,  
74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 2, eff.  
June 19, 2009.

Sec. 175.002. RIGHT TO PURCHASE CONTINUED COVERAGE. (a) A person to whom this chapter applies is entitled to purchase continued health benefits coverage for the person and the person's dependents as provided by this chapter unless the person is eligible for group health benefits coverage through another employer. The coverage shall be provided under the group health insurance plan or group health coverage plan provided by or through the employing political subdivision to its employees.

(b) To receive continued coverage under this chapter, the person must inform the employing political subdivision, not later than the day on which the person retires from the political subdivision, that the person elects to continue coverage.

(c) If the person elects to continue coverage for the person and on any subsequent date elects to discontinue such coverage, the person is no longer eligible for coverage under this chapter.

(d) If the person elects to continue coverage for any dependent and on any subsequent date elects to discontinue such coverage, the dependent is no longer eligible for coverage under this chapter.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.002 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 3, eff. June 19, 2009.

Sec. 175.003. LEVEL OF COVERAGE. (a) The person may elect to cover the same persons who were covered under the political subdivision's group health insurance plan or group health coverage plan through the person at the time the person left employment with the political subdivision, or the person may elect to discontinue coverage for one or more persons. A person who was not covered under the plan at the time the person to whom this chapter applies left employment with the political subdivision is not eligible for coverage under this chapter.

(b) Except as provided by Subsections (c) and (d), the level of coverage provided under this chapter at any given time is the same level of coverage provided to current employees of the political subdivision at that time.

(c) A political subdivision may substitute Medicare supplement health benefits coverage as the coverage provided for a person who receives health benefits coverage under this chapter, including a dependent, after the date that the person becomes eligible for federal Medicare benefits.



(d) The person may elect to continue coverage at a reduced level, if offered by the political subdivision.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.003 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

Sec. 175.004. PAYMENT FOR COVERAGE. A person who is entitled to continued coverage under this chapter is entitled to make payments for the coverage at the same time and to the same entity that payments for the coverage are made by current employees of the political subdivision.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.004 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

Sec. 175.005. DUTY TO INFORM RETIREE OF RIGHTS. A political subdivision shall provide written notice to a person to whom this chapter may apply of the person's rights under this chapter not later than the date the person retires from the political subdivision. A political subdivision may fulfill its requirements under this section by placing the written notice required by this section in a personnel manual or employee handbook that is available to all employees.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.005 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

Sec. 175.006. CERTAIN MATTERS NOT AFFECTED. This chapter does not:

(1) prohibit a political subdivision from uniformly changing the group health insurance plan or group health coverage plan provided for its employees and retirees;

(2) affect the definition of a dependent or the eligibility requirements for a dependent under a plan;

(3) prohibit a political subdivision from agreeing with a person to deduct the cost of coverage provided under this chapter from a pension check;

(4) prohibit a political subdivision from agreeing with a person to pay for the coverage provided under this chapter provided the person reimburses the political subdivision for the actual cost of the coverage;

(5) prohibit a political subdivision or a pool established under Chapter 172 from increasing the cost of group health coverage to its employees and to persons covered under this chapter to reflect the increased cost, if any, attributable to compliance with this chapter;

(6) affect the right of a political subdivision to provide coverage under Chapter 172; or

(7) affect the right of a political subdivision or a pool established under Chapter 172 to offer the coverage at the same rate that is available to active employees or to offer the coverage at a reasonable or actual rate established for retirees that may be greater than the rate offered to active employees.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.  
Renumbered from Local Government Code Sec. 174.006 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

Sec. 175.007. EXEMPTIONS. (a) A political subdivision that does not provide health benefits coverage through a self-insured

plan or a plan authorized under Chapter 172 is not required to provide coverage under this chapter if the political subdivision makes a good faith effort to purchase insurance coverage that includes coverage required by this chapter from an insurance company authorized to do business in this state and from pools established under Chapter 172 but is unable to find a provider for the coverage.

(b) A political subdivision that is providing coverage substantially similar to or better than the coverage required by this chapter is exempt from this chapter.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.

Renumbered from Local Government Code Sec. 174.007 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

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WEBB COUNTY, TEXAS

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