

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 06/2/21

Requested by: Sophie McCoy

AGENDA ITEM(S):

Discussion/action regarding approval of the Independent Contractor Agreement changing a paid driver to a volunteer driver for Vetrade: Eugenia Winkler

Meeting Date Requested: (required) 06/8/21

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective May 24, 2021 by and between BURNET COUNTY and Eugenia L. Winkler (the "Contractor").

1. Purpose. BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Services. Contractor will be volunteer under this Agreement. The duties of the driver are as follows:

Driver-Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle.
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins May 24, 2021. Both parties may terminate this contract for any reason by providing a weeks' notice to the other party. Either party may terminate this Agreement at any time with or without cause.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

CONTRACTOR:

Eugenia L. Winkler
Date
Printed Name: Eugenia L. Winkler

Independent Contractor

BURNET COUNTY:

James Oakley
Date
Printed Name: James Oakley

Burnet County Judge

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective _____, by and between BURNET COUNTY and EUGENIA LYNN WINKLER (the "Contractor").

1. Purpose. BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Payment for Services. Contractor shall be paid \$12.00 for each hour driver services are provided under this Agreement. Payments will be made on a monthly basis and will be paid on the second Tuesday following the month of service. The duties of the driver are as follows:

Driver – Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle.
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins _____ and ends _____. This contract shall automatically renew at its hourly specified costs at the end of this contract term unless either party chooses to terminate a renewal upon providing written notice to the other party at the time the contract ends. Both parties may terminate this contract for any reason by providing two weeks' written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. BURNET COUNTY will not provide fringe benefits including health insurance benefits, paid vacation or any other employee benefit for Contractor. Contractor shall be solely responsible for payment of all taxes owed on any amounts paid hereunder; BURNET COUNTY will not withhold any employment taxes. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

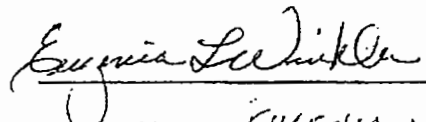
BURNET COUNTY

By:  6/8/21
DATE

Printed Name: James Oakley

Its: County Judge

CONTRACTOR:

 04-15-2021
DATE

Printed Name: EUGENIA LYNN WINKLER

Independent Contractor



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
RANDALL B. PRINCE
JEFF WILLIAMS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

www.dps.texas.gov
DRIVER LICENSE DIVISION
512-424-2600
EN ESPAÑOL 512-424-7181



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

HISTORY RECORD: 04/22/2021

- THIS TYPE OF RECORD WILL REFLECT COMPLETION OF A DRIVING SAFETY COURSE.
- THIS RECORD REFLECTS CONVICTIONS AND CRASH INVOLVEMENTS THAT ARE ALLOWED TO BE DISPLAYED BY LAW.

REQUESTED BY:

WINKLER, EUGENIA
660 LEWIS RANCH ROAD
BURNET, TX 78611

WINKLER, EUGENIA LYNN

660 LEWIS RANCH ROAD
BURNET, TX 78611
REPORT OF APPROVED DRIVER EDUCATION COURSE.

Date of Birth: 09/14/1954
Sex: FEMALE
Eye Color: GREEN

DRIVER LICENSE INFORMATION

Driver License Number:	07882421	License Type:	DL	License Class:	C
Date Originally Issued:	09/25/1978	Date Last Issued:	09/27/2018	Date of Expiration:	09/14/2021
Restrictions:	With Corrective Lenses				
Endorsements:	NONE				

STATUS INFORMATION

Driver eligibility reflects a person's eligibility to drive at the time this document was requested.
Administrative Status details additional notes related to the person's record that do not affect driving eligibility.

Driver Eligibility: ELIGIBLE
Administrative Status: NONE

EVENT HISTORY

This section displays information relating to convictions, crash involvement, and safety courses completed.

EVENT 1	COURSE	DRIVING SAFETY COURSE
Offense Date:	06/22/2017	Completion Date: 10/04/2017
		County: BURNET

End of Record