

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT** (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and **Brian Peacock** (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide, and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

**Article I.**

**GENERAL TERMS OF EMPLOYMENT**

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Communication and Information Systems Director**, which is classified as a salaried exempt position consisting of benefits only as set forth herein and with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The effective date of this Employment Contract shall be **May 1, 2023**, and shall be for a term until **November 3, 2026**.

The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract and the applicable provisions of Title 45, Chapter 2, Article 12 of the

Code of Alabama. The Appointed Contract Employee shall perform the duties set forth herein, and as otherwise directed by the Baldwin County Commission.

## **Article II.**

### **NON-RENEWAL AND NON-BINDING ON FUTURE COMMISSIONS**

In the event the Baldwin County Commission, by a three-fourths vote of its elected members, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. The following shall occur in the event the Baldwin County Commission elects not to renew this Employment Contract or to cancel this Employment Contract within ninety (90) days of the successor Baldwin County Commission taking office:

1. The Appointed Contract Employee shall not be entitled to any severance pay unless formally authorized and approved by the Baldwin County Commission;
2. The Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that have accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions, and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended; and
3. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions, and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended.

Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract.

This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office.

### **Article III.**

#### **JOB DESCRIPTION**

The Appointed Contract Employee is employed as **Communication and Information Systems Director**. The Employee will perform all duties of said position as are more particularly set forth in, but are not limited to, the written job description of said position, which is attached hereto as **Exhibit "A"**, and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

## **Article IV.**

### **STANDARD OF PERFORMANCE**

The Appointed Contract Employee agrees to perform all of the duties pursuant to the express and implicit terms of this Employment Contract to the reasonable satisfaction of his or her supervisor, if any, and the Baldwin County Commission. The Appointed Contract Employee further agrees to perform such duties faithfully and to the best of his or her ability, talent, and experience.

## **Article V.**

### **COMPENSATION**

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of **One Hundred Fifty Thousand Dollars (\$150,000.00)**. Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's

compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

## **Article VI.**

### **BENEFITS**

In addition to the compensation set forth above, the Appointed Contract Employee shall receive benefits only as follows:

1. The Appointed Contract Employee shall be eligible to participate in any available health insurance coverage, if any, provided by the Baldwin County Commission, subject to the terms and conditions of such health insurance coverage.
2. The Appointed Contract Employee shall enjoy leave accrual and other benefits on the same terms and conditions as are provided for other employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended.

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

## **Article VII.**

### **TERMINATION**

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission. The Appointed Contract Employee may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract except by a three-fourths vote of the elected members of the Baldwin County Commission. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract at any time and for any reason or no reason, or with or without cause.

## **Article VIII.**

### **SEVERANCE**

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$12,500.00). For purposes of this article, "termination without cause" is defined as termination in the sole discretion of the Baldwin County Commission and without the need for a reason.

In the event that the Appointed Contract Employee is terminated with cause, he or she shall not be entitled to receive any severance pay unless authorized and approved by the Baldwin County Commission. For purposes of this article, "termination with cause" is

defined as termination for a reason deemed sufficient in the sole discretion of the Baldwin County Commission and communicated to the Appointed Contract Employee. Such reason may or may not be made public in the sole discretion of the Baldwin County Commission and in accordance with applicable state law.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in

accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

## **Article IX.**

### **APPOINTED CONTRACT EMPLOYEE EVALUATION**

An annual written evaluation shall be reviewed with the Appointed Contract Employee and retained by the Baldwin County Commission in the Appointed Contract Employee's personnel file. The written evaluation and review may be performed by the Baldwin County Commission or its designee. The contents of the written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate, cancel or non-renew the Appointed Contract Employee as set forth herein.

The Appointed Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and comply with Alabama's ethics laws as conditions of employment.

## **Article X.**

### **ENTIRE CONTRACT AND AMENDMENT**

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or

written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

## **Article XI.**

### **COMPLIANCE WITH THE LAW**

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules, policies, and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

## **Article XII.**

### **ALABAMA LAW**

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed exclusively in the Circuit Court of Baldwin County.

## **Article XIII.**

### **RULE OF CONSTRUCTION**

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to



STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and \_\_\_\_\_, whose name as \_\_\_\_\_ of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public, in and for said County, in said State, hereby certify that [Brian Peacock](#), whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public: Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_