

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 **Frank Lundy** (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 **County Engineer**, 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 June 20, 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 **County Engineer**. 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 Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). 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. (\$18,750.00). 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

the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.



BALDWIN COUNTY COMMISSION

By: Charles F. Gruber / 06/20/2023
CHARLES F. GRUBER
As Its: Chairman
Date

ATTEST:

Roger H. Rendleman
ROGER H. RENDLEMAN
As Its: County Administrator

**FRANK LUNDY
(APPOINTED CONTRACT EMPLOYEE)**

Frank Lundy / 06/20/2023
FRANK LUNDY
Date

NOTARY PAGE TO FOLLOW

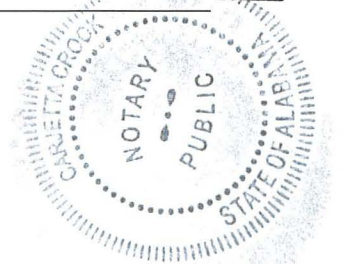
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Carietta Crook, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and ROGER H. RENDLEMAN, whose name as County Administrator 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 20th day of June, 2023.

Notary Public, Baldwin County, Alabama
My Commission Expires: July 14, 2025



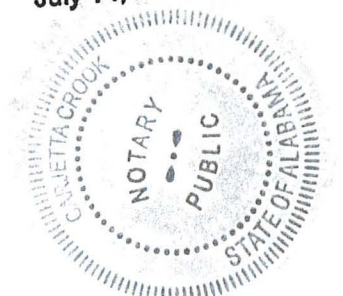
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Carietta Crook, a Notary Public, in and for said County, in said State, hereby certify that FRANK LUNDY, 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 20th day of June, 2023.

Notary Public: Baldwin County, Alabama
My Commission Expires: My Commission Expires: July 14, 2025



POSITION DESCRIPTION

Title: County Engineer

Department: Highway Department

Job Analysis: 03/87, 5/93, 5/01, 05/06, 11/10, 08/16, 01/19, 09/21, 04/23, 6/23

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this position and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: County Commissioners

Subordinate Staff: Assistant County Engineer, Planning and Zoning Director, Building Official, Animal Shelter Manager, Horticulturist, Director of Transportation, Emergency Management Director, Development and Environmental Director, and others as deemed necessary.

Internal Contacts: County Employees, County Administrator, County Commission, Appointed Department Heads and other Elected Officials

External Contacts: General Public, Media, Attorneys, City, State and Federal Officials

Status: Appointed Contract/Exempt (A/E)

Job Summary

The County Engineer serves at the exclusive pleasure of the Baldwin County Commission as an Appointed Contract employee and is responsible for carrying out directions and objectives of the Baldwin County Commission. This position performs highly responsible and diversified professional engineering work in directing major departments of County government. The County Engineer determines and recommends major departmental policies, plans long-term programs, makes administrative decisions and oversees and directs the Highway Department, Planning and Zoning, Building Inspections, Animal Shelter, Parks, Baldwin Regional Area Transit System, Emergency Management Agency, and Solid Waste Departments, and coordinates with the County Commission, the County Administrator, and Department Heads.

Job Domains

- A. Supervision and Office Management
1. Proposes goals and policies to the Baldwin County Commission.
 2. Provides supervision and administrative support services to subordinate staff and

employees, including, without limitation, assigned appointed and merit department heads and appointed contract employees.

3. Prepares performance plans for and evaluates the performance of assigned appointed contract employees and merit department heads.
4. Review goals, responsibilities, and staffing levels of assigned departments and makes recommendations to the Baldwin County Commission.

B. Consulting

1. Hear group grievances and serious public complaints not resolved at lower levels.
2. Advises County Commission and other local officials from an engineering viewpoint.
3. Represents the County Commission at local and state meetings and conferences.
4. Serves as County representative in meetings with various other departments and boards.
5. Serves as an advisor to the County Planning Commission when requested.
6. Provides long range plans related to the areas of responsibility in accordance with County Commission Strategic Plan.

C. Planning

1. Assigns, coordinates, and reviews work accomplished by subordinates.
2. Develops definitive plans and priorities for annual work program.
3. Serves as County representative regarding future construction to other governmental agencies.
4. Acts as liaison with local, state, and federal officials.

D. Administration

1. Organizes work to conform to needs and priorities.
2. Administers annual budget funding programs.
3. Provides County Commission policy and program guidance.
4. Advises and coordinates activities between the Baldwin County Commission and other entities; local, state, or federal, if necessary.

E. Engineering

1. Renders independent professional engineering advice/assistance to professional and supervisory staff in implementation/execution of improvement projects and activities.
2. Directs professional, sub-professional and other employees engaged in design, construction and maintenance of county maintained public roads, highways, bridges and related drainage structures and other governmental activities.
3. Establishes project design/construction standards necessary to conform to good engineering practice as related to local, state, and federal specifications and requirements.
4. Oversees maintenance, rehabilitation, alteration, and new construction accomplished by Baldwin County as necessary.

5. Directs subordinates in conducting a variety of engineering and land surveys, including horizontal, vertical, topographical, construction and property boundary surveys and plats.
6. Recommends new construction projects to the County Commission.
7. Directs preparation of budget and project review documents.
8. Coordinates procurement of equipment for County.
9. Coordinates payment to contractors for work completed and approved for payment.

Knowledge, Skills, and Abilities

1. Communication skills to meet and explain County activities to the public and varied civic groups and explain in detail technical ingredients to subordinates.
2. Skills to interpret and solve complex engineering formulas.
3. Skills to compile comprehensive reports and present, in a clear and concise manner, information required in technical and general correspondence to others.
4. Skills to interpret letters, memos, plans, specifications and other contract and legal documents encountered on the job.
5. Substantial knowledge of the modern principles and practices of administration as applied to the design, construction, operation and maintenance of road and bridge systems, traffic control systems and other functions within the realm of civil engineering.
6. Substantial knowledge of the principles and practices of civil engineering as applied to the design, construction, and maintenance of roads and drainage, and of the materials, methods, and techniques of traffic control.
7. Ability to organize, direct and coordinate the activities of units of a major department.
8. Ability to develop long-term plans and solve complex administrative problems.

Minimum Qualifications

1. Registration of Professional Engineer by the state board of examiners.
2. Minimum of a B.S. in Civil Engineering.
3. Minimum of ten (10) years' experience in highway design, construction and management.
4. Willing to travel to attend state, regional and national meetings, conferences, and seminars as required.
5. Willing to work non-standard hours, or weekends, to clear and repair damage to facilities in inclement weather or complete other complex work in a timely manner.
6. Valid driver's license and be insurable by the County's insurance standards.