

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **Violetta Smith** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975); furthermore, Section 45-2-244.183 of the Code of Alabama (1975) provides certain funding to the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) of which Section 45-2-244.183 of the Code of Alabama (1975) provides as follows:

(a) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State

Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as follows:

(1) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars (\$200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation. The members and personnel of the office may be eligible for reimbursement where applicable under the same policies, procedures, and conditions as county elected officials as provided in County Commission Policy No. 8.6 and subsequent policies. All of the policies shall be subject to the same audit provisions as provided for the office. Notwithstanding the foregoing, the expenses for official travel by a member of the House of Representatives representing Baldwin County outside of his or her district shall not exceed two thousand dollars (\$2,000) per House of Representatives member during a county fiscal year, shall be subject to a majority vote of the House delegation, and shall be subject to periodic audits by the Examiners of Public Accounts. Expenses for official travel by a member of the Senate representing Baldwin County outside of his or her district shall not exceed seven thousand five hundred dollars (\$7,500) per senator during a county fiscal year and shall be subject to periodic audits by the Department of Examiners of Public Accounts.

(2) Twelve percent shall be distributed into a separate county fund to be expended for historic sites in Baldwin County as follows: At least ten percent shall be expended for the Historic Blakeley Authority and up to two percent shall be expended for other historic sites in Baldwin County. The Baldwin County Commission shall produce a report annually for the House and Senate members of the Baldwin County Legislative Delegation detailing the disbursement of these funds.

(3) Eight percent shall be distributed to the Baldwin County Economic Development Alliance for the purposes of growing and improving the county's economy.

(4) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

(b) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Department of Examiners of Public Accounts.

(c) If any person subject hereto should fail to render any report, return, statement, or form required hereby or should willfully make false statement of facts in the report, return, statement, or form required hereunder, he or she shall upon conviction be punished by a fine of not more than five hundred dollars (\$500) for each violation of this section.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as a part-time Clerk; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to part-time County employees, said benefits specifically provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as a part-time Clerk, which shall be classified as a part-time, hourly/non-exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions

noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be February 28, 2025. This Employment Contract shall continue in full force and effect through and including February 28, 2027.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as a part-time Clerk. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a part-time, hourly/non-exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The 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 Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for her performance under the Employment Contract based upon an hourly rate of \$25.86 per hour, not to exceed, Thirty-Nine Thousand Dollars (\$39,000.00) annually. Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama. Contract employee cannot work more than 29 hours per week on average.

As the Contract Employee remains a retiree of the Retirement Systems of Alabama, she is specifically not eligible and remains prohibited from any compensation increases in excess of the prevailing postretirement allowance as issued by the Retirement Systems of Alabama.

Article VIII.

BENEFITS

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

The Contract Employee shall be eligible to participate in any available benefits afforded to part-time County employees.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for part-time County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, she shall be entitled to the benefits to which any part-time, hourly/non-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract.

The 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 Contract Employee shall be entitled to the benefits to which any part-time, hourly/non-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

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

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of her rights nor transfer any of her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

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. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. 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 XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules 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 XVII.

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, if in state court, in the County of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be affected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract 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 this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT.
IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS
CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: Matt Simpson 2/3/25
REP. MATT SIMPSON Date

STATE OF ALABAMA COUNTY OF BALDWIN

I, Monica English, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 3rd day of February, 2025.



Notary Public, Baldwin County, Alabama
My Commission Expires:
My Commission Expires:
June 22, 2027

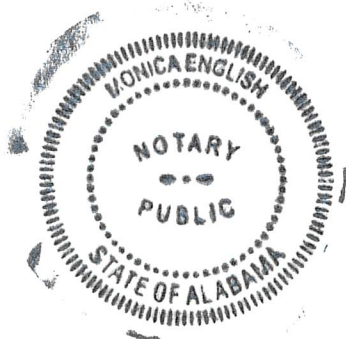
VIOLETTA SMITH
(CONTRACT EMPLOYEE)

By: Violetta Smith 1-29-25
VIOLETTA SMITH Date

STATE OF ALABAMA COUNTY OF BALDWIN

I, Monica English, a Notary Public, in and for said County in said State, hereby certify that VIOLETTA SMITH, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of January, 2025.



Notary Public, Baldwin County, Alabama
My Commission Expires:
My Commission Expires:
June 22, 2027

**EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION**

By: _____
MATT MCKENZIE **Date**
As Its: Chairman

ATTEST:

By: _____
ROGER RENDLEMAN **Date**
As Its: County Administrator

STATE OF ALABAMA COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT MCKENZIE, whose name as Chairman and ROGER 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 the 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 _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires:

POSITION DESCRIPTION

Title: Clerk

Department: Legislative Delegation Constituent Services Office

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification 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: Legislative Constituent Services Director

Subordinate Staff: None

Other Contacts: State Senators and representatives who represent Baldwin County

External Contacts: General Public, others as assigned

Status: Salaried/Exempt

Job Summary

Responsible for general administrative duties including, but not limited to: assisting constituents, monitoring communications, gathering information, coordinating schedules and calendars and other forms of assistance as necessary.

Job Domains

1. Performs general clerical and correspondence duties as needed for delegation.
2. Coordinates schedules and calendars for delegation members as needed.
3. Gathers, investigates, researches and studies information affecting delegation districts
4. Develops and curates relationships within districts to help know about goings-on to inform delegation members and synthesize materials needed for delegation members.
5. Assists with ensuring matters requiring the attention of delegation members are researched and evaluated properly.
6. Supports and sustains a culture of public service, professionalism and continuous improvement.
7. Performs miscellaneous job-related duties as assigned.

Knowledge and Skills

1. Knowledge of basic accounting and budgeting.
2. Retains strong ability to handle multiple assignments and have a strong affinity to be multitasked.
3. Possesses a strong ability to analytically think and reason.
4. A good working knowledge of general office practices and procedures.
5. Familiar with computers and software.
6. Possesses the skill / ability to communicate effectively with legislators, office staff and general public.
7. Possesses the skill / ability to read and comprehend printed reports.
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Possesses the skill / ability to establish and maintain effective working relationships with legislators, commissioners, mayors, office staff, coworkers and general public.
11. Knowledge of research procedures and the ability to communicate and document findings and provide reports.