

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 **Thomas O. Tyler** (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 **Emergency Management Agency 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 August 15, 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 **Emergency Management Agency 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 Five Thousand Dollars (\$105,000.00). 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. (\$8,750.00). 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 / 08/15/2023
CHARLES F. GRUBER
As Its: Chairman
Date

ATTEST:

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



THOMAS O. TYLER
(APPOINTED CONTRACT EMPLOYEE)

Thomas O. Tyler / 15 Aug 23
THOMAS O. TYLER
Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

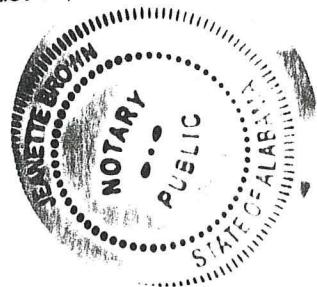
I, Jeanette Brown, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and ROGER H. RENDLEMAN, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, 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 15th day of August, 2023.

Jeanette Brown

Notary Public, Baldwin County, Alabama

My Commission Expires: My Commission Expires:
August 31, 2026



STATE OF ALABAMA)

COUNTY OF BALDWIN)

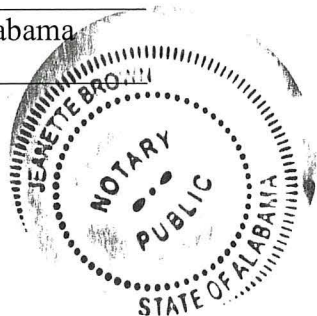
I, Jeanette Brown, a Notary Public, in and for said County, in said State, hereby certify that THOMAS O. TYLER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15th day of August, 2023.

Jeanette Brown

Notary Public: Baldwin County, Alabama

My Commission Expires:
My Commission Expires:
August 31, 2026



POSITION DESCRIPTION

Title: Emergency Management Director

Department: Emergency Management Agency

Job Analysis: 08/89, 5/93, 5/01, 05/06, 1110, 05/11, 08/12, 06/15, 10/16, 03/19, 09/21, 05/23

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: County Engineer

Subordinate Staff: Deputy EMA Director, Emergency Management Officer, Logistics Division Manager, Planning and Grants Division Manager, Emergency Management Specialist, Public Information and Communication Specialist, Office Assistant III, and Facilities Coordination/Environmental Services

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

External Contacts: School and Hospital Administration, Government Officials, State Emergency Management Agency Personnel, Local Industry, General Public, News Media, Other Agencies with Emergency Responsibilities, Rescue Squads, Hamm Radio Operators, Weather Spotters, Fire Departments, Volunteer Groups

Status: Exempt/Appointed Contract (A/E)

Job Summary

The EMA Director serves at the exclusive pleasure of the Baldwin County Commission as an Appointed Contract employee and develops and maintains plans for emergency preparedness programs. The EMA Director also prepares annual budget for County and State, maintains current knowledge on effects of various disasters and legal guidelines, plans and implements training programs in Emergency Management, aids local industry in developing plans for hazardous materials as well as training in hurricane preparedness, maintains contact with government officials and related organizations, solicits federal funding in the event of disaster, solicits grant funding for various programs and equipment, makes presentations to civic groups, schools, nursing homes and trade shows on disaster preparedness, disaster response - 24 hour/ 7 days a week call out, provides training resources to first responders and other emergency management affiliates, and represents Baldwin County as voting member of the Southwest Alabama Emergency Medical Services Council. The Emergency Management Director coordinates with the County Commission, the County Administrator, and the Department Heads.

Job Domains

A. Planning

1. Execute principles and practices of emergency management as defined within the Code of Alabama and Code of Federal Regulations (CFR 44).
2. Establish/maintain annual budget requirements for the local emergency management program as determined by the County Commission and Alabama Emergency Management specifications.
3. Develop/maintain Emergency Operations Plans (EOP) for an efficient countywide emergency management program and assist all local emergency response agencies, boards, and industries in preparing emergency operations plans to meet their specific requirements.
4. Establish and maintain the Local Emergency Planning Committee (LEPC).
5. Secure additional assistant and funding through state and federal programs.
6. Establish/maintain working relationships with elected officials within the County and cities.
7. Coordinate training for all emergency responders within the County.
8. Coordinate/establish yearly disaster exercise that will test and evaluate emergency response agencies in responding to all hazards (natural and manmade) that could affect the County.
9. Promote awareness of the local emergency management program through regular attendance at County Commission meetings, city council meetings and associations within the County.
10. Establish/maintain emergency public information procedures with all local media to disseminate press releases to the public during both normal and emergency operations.
11. Coordinate the efforts to establish an effective shelter program.
12. Establish/maintain a means of emergency communication with all emergency response agencies within the County.
13. Prepare/update an all-hazards analysis for the County.
14. Recruit and train volunteers as needed to augment the activities of a well-staffed and equipped emergency management program.
15. Assist schools, churches, and civic groups with any and all information needed to keep the members involved in the emergency management program.
16. Act as liaison between local government agencies and the State of Alabama Emergency Management Agency during normal and emergency response operations.

Knowledge, Skills, and Abilities

1. Experience in or knowledge of the principles of emergency management.
2. Working knowledge of public policy development and the County's role in the state system.
3. Ability to work with elected officials at all levels of government.
4. A record of progressively challenging leadership positions; ability to manage organizations that expand during crisis and rapidly changing situations.
5. Experience in strategic planning, organizational development, and financial management.

6. Ability to coordinate across organizations and agencies and among different levels of government, and work with the private sector.
7. Demonstrated ability of problem solving and successful decision-making, especially during crisis and rapidly changing situations.
8. Excellent communication skills (written and verbal) to deal effectively with state and local governments, media, citizens and other constituents and stakeholders.
9. Leadership experience in prior disasters; understanding of the disaster declaration processes.
10. Skills in developing, implementing and assessing comprehensive emergency response plans, training programs and exercises.
11. Familiarity with state and federal programs, policies, laws and authorities related to emergency management.
12. Understanding the National Incident Management System (NIMS).

Minimum Qualifications

1. Possess a valid driver's license.
2. Possess a degree in a related field. However, the aforesaid educational requirements may be satisfied with the individual possessing a combination of education, training, and experience.
3. Possess experience in coastal areas and hurricanes.