

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AMENDED EMPLOYMENT CONTRACT

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

THIS AMENDED TO EMPLOYMENT CONTRACT hereby supersedes and replaces in its entirety the original Employment Contract between the Parties dated August 2, 2022 (which is attached hereto as **Exhibit A**), with effective date of this amendment being retroactive to August 2, 2022.

FURTHERMORE, THIS **AMENDED** EMPLOYMENT CONTRACT has been approved by the Presiding Judge of the Circuit Court of Baldwin County on behalf of the Circuit, District and Juvenile Courts of Baldwin County, (hereafter the “Presiding Judge”).

WITNESSETH:

WHEREAS, the Commission is authorized to establish and maintain a public law library in accordance with Section 45-2-80.80 of the Code of Alabama (1975), which provides as follows:

The Baldwin County Commission, the governing body of Baldwin County, Alabama, is hereby fully authorized to establish and maintain a public law library in the courthouse of the county and to accomplish such purpose may, from time to time, expend such public funds of the county as are not required by law to be expended for any other purpose or purposes; to provide suitable quarters or space for such library; to provide furniture, fixtures, and equipment therefor; to keep the same in a good state of maintenance and repair; and from time to time to enlarge, expand, and improve such library facilities and equipment and from time to time to provide such books, reports, periodicals, and other equipment for the library as are not provided therefor out of the proceeds of the special fund created by this subpart or otherwise, which expenditures shall from time to time be made on warrants drawn in the usual manner upon the county, payable out of the appropriate fund or funds, as further specifically provided in this subpart.

WHEREAS, as provided at Section 45-2-80.81 and 80.82 of the Code of Alabama (1975), certain sums are taxed as costs in the actions described therein, collected by the clerk of the Circuit, District, and Juvenile Courts of Baldwin County, and paid to the Commission; and

WHEREAS, in accordance with Section 45-2-80.83 of the Code of Alabama (1975), the sums to be paid to the Commission shall be kept in a special fund designated as the Baldwin County Law Library and Judicial Administration Fund and shall be expended by the Presiding Circuit Judge of the Circuit Court of Baldwin County, to create, establish, and maintain the law library and to provide for the more effective administration of justice; and

WHEREAS, the Presiding Judge has selected to employ the Contract Employee as librarian, and Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Presiding Judge has requested that the Contract Employee be treated by the Commission as a County employee for the purpose only of receiving certain benefits provided to employees of Baldwin County and, in consideration thereof, will contribute **\$35,568.00** to the Commission from the Baldwin County Law Library and Judicial Administration Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the **Presiding Judge**, 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 Presiding Judge in accordance with applicable state law.

Without Cause: At the sole discretion of the Commission or the Presiding Judge and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Commission selects the Contract Employee, and the Contract Employee hereby accepts employment with the Commission as **Librarian of the public law library**, which shall be classified as a salaried 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 Commission and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the **Baldwin County Commission or the Presiding Judge** 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 Presiding Judge.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Tuesday, August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Librarian of the public law library**. 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 Presiding Judge. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Presiding Judge shall have the right to request the 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 salaried 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 Presiding Judge 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 Presiding Judge. 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 his/her time, full ability, and attention to the business of the public law library 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 Presiding Judge.

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 [Circuit, District and Juvenile Courts of Baldwin County](#) 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 annual rate of salary of **Thirty-Five Thousand Five-Hundred and Sixty-Eight Dollars (\$35,568.00)**. 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.

In considering any compensation increases or decreases, the Presiding Judge may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the sums collected pursuant to Section 45-2-80.81 and 80.82 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Presiding Judge.

Article VIII.

BENEFITS

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

Longevity - starting on October 1st following the first 5 years of employment - \$500 per year, rates increase at 10 and 15 years of service.

All available health, dental, and vision insurance coverages, group and voluntary life insurance coverages, short- and long-term disability insurance coverages, and Flexible Benefit (Cafeteria) plan, provided to County Employees by the Baldwin County Commission are subject to the terms and conditions of such insurance coverage, if any.

All available leave, if any, is accrued on the same terms and conditions as are provided for 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.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975). Employee pays 7.5% and the county matches 6.93%. The rate at which the Commission matches may vary from year to year.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Presiding Judge, 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 Presiding Judge 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, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. Any severance payment and/or other payment due for accumulated leave time, as determined and calculated by the Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

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 salaried-exempt employee of the Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay 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 her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Presiding Judge 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 Presiding Judge in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Presiding Judge'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 Presiding Judge and/or the Commission is intended to be exclusive of any other remedy or remedies, and the Presiding Judge and 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 his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Presiding Judge and the 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 Presiding Judge and/or the 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 Presiding Judge and/or the Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Presiding Judge and/or the 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 45-2-80.83 of the Code of Alabama (1975), the Presiding Judge hereby authorizes disbursements from the special fund to be made by the Commission to the County general fund for the purpose of contributing to some or all of the salary, benefits, and any other expenses incurred by the Commission in the employment of the Contract Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Presiding Judge, and the Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Presiding Judge fails to disburse such funds or otherwise pay all expenses incurred by the 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 Presiding Judge 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.

PRESIDING JUDGE

By:_____

HON. CLARK STANKOSKI

Date

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that CLARK STANKOSKI, whose name as Presiding Judge, 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 on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2022.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

LYNN BILES (CONTRACT EMPLOYEE)

LYNN BILES

Date

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that LYNN BILES, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2022.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____

JAMES E. BALL

Date

As Its: Chairman

ATTEST:

By: _____

RON CINK

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 JAMES E. BALL, whose name as Chairman and RON CINK, 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 _____, 2022.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____