

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 **Jennifer Hutto** (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), which Section Sec. 45-2-244.183 of the Code of Alabama (1975) provides as follows:

(1) 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 required by Section 45-2-244.183.

(2) 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.

(3) 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.

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

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 Legislative Assistant; 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 County employees.

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.

**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 Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Assistant**, 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 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 2, 2021. This Employment Contract shall continue in full force and effect through and including February 2, 2022.

#### **Article V.**

##### **SCOPE OF SERVICES/DUTIES**

The Contract Employee is employed as **Legislative Assistant**. 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 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 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 his/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 his/her performance under the Employment Contract based upon an annual rate of salary of **Thirty-Three Thousand and One Hundred Fifty Dollars (\$33,150.00)**. 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 Baldwin County Legislative Delegation 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 special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

## **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 health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave 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).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

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.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$2,762.50). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

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, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County 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 Baldwin County Commission would be entitled upon separation, 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 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 his/her rights nor transfer any of his/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 effected 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: \_\_\_\_\_  
SENATOR CHRIS ELLIOTT Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

By: \_\_\_\_\_  
REP. MATT SIMPSON Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**JENNIFER HUTTO**  
**(CONTRACT EMPLOYEE)**

\_\_\_\_\_  
**JENNIFER HUTTO**

**Date**

**STATE OF ALABAMA**  
**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that JENNIFER HUTTO, 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 \_\_\_\_\_, 2021.

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

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

By: \_\_\_\_\_  
**JOE DAVIS, III** **Date**  
**As Its: Chairman**

**ATTEST:**

By: \_\_\_\_\_  
**WAYNE A. DYESS** **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 JOE DAVIS, III, whose name as Chairman and WAYNE A. DYESS, 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 \_\_\_\_\_, 2021.

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