

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
EMPLOYMENT CONTRACT

FRANK LUNDY

THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT (hereafter the “First Amendment”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and Frank Lundy (hereafter the “Appointed Contract Employee”), and hereby amends that original Employment Contract between the Parties dated June 20, 2023 (hereafter the “Employment Contract” which is attached hereto as **Exhibit A**), as set forth below.

WITNESSETH:

WHEREAS, Article X of the Employment Contract provides, among other things, that the Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to the Employment Contract and by no other means; and

WHEREAS, the Commission, on September 16, 2025, approved a \$1,800 cost of living increase to the Appointed Contract Employee’s annual compensation, with said increase to be effective the first payroll of Fiscal Year 2026. Said compensation is all inclusive, and the Appointed Contract Employee shall not be entitled to any other increases except as set by any future addendums or amendments to this Employment Contract; and

WHEREAS, for the purpose of setting out the said approved compensation increase in the Employment Contract, the Parties wish to alter and amend their Agreement as provided for below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed

Contract Employee agree to the alterations, amendments and modifications to the Employment Contract as follows:

Article I.

RECITALS

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

Article II.

TERMS OF THE ORIGINAL EMPLOYMENT CONTRACT BROUGHT FORTH

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Employment Contract shall remain in full force and effect. To the extent that any provision of the Employment Contract is altered, amended, or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article III.

FIRST AMENDMENT TO ARTICLE V. OF ORIGINAL EMPLOYMENT CONTRACT

Article V of the original Employment Contract, entitled "Compensation," is hereby superseded and amended to read in its entirety as follows:

Article V.

COMPENSATION

"The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of Two-Hundred Twenty-Six Thousand and Eight Hundred Dollars (\$226,800). 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 V, 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 IV.

FIRST AMENDMENT TO ARTICLE VIII OF ORIGINAL EMPLOYMENT CONTRACT

Article VIII of the original Employment Contract, entitled "Severance," is hereby superseded and amended to read in its entirety as follows:

Article VIII.

SEVERANCE

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$18,900). 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 V.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the Appointed Contract Employee.

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 COMMISSION

By: _____/_____
MATTHEW P. MCKENZIE Date
Chairman

ATTEST:

_____/_____
ROGER H. RENDLEMAN Date
County Administrator

**FRANK LUNDY
(APPOINTED CONTRACT EMPLOYEE)**

_____/_____
FRANK LUNDY Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATTHEW P. MCKENZIE, 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 _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____