

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SECOND AMENDMENT
TO
EMPLOYMENT CONTRACT

EDDIE D. HARPER

THIS SECOND AMENDMENT TO EMPLOYMENT CONTRACT (hereafter the “Second 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 Eddie D. Harper (hereafter the “Appointed Contract Employee”), and hereby amends that original Employment Contract between the Parties dated November 19, 2019 (hereafter the “Employment Contract” which is attached hereto as **Exhibit A**), as set forth below.

WITNESSETH:

WHEREAS, Article XVI 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 21, 2021, approved an increase to the Appointed Contract Employee’s compensation, with said increase to be effective on September 27, 2021. 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 Second 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 Second 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 Second Amendment, the terms and provisions of this Second Amendment shall control.

Article III.

SECOND AMENDMENT TO ARTICLE VII. OF ORIGINAL EMPLOYMENT CONTRACT

Article VII of the original Employment Contract, entitled "Compensation," is hereby superseded and amended to read in its entirety as follows:

Article VII.

COMPENSATION

"The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of Ninety-Nine Thousand Two Hundred and Seventy-Five Dollars (\$99,275.00). 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 IV.

SECOND AMENDMENT TO ARTICLE IX. OF ORIGINAL EMPLOYMENT CONTRACT

Article IX of the original Employment Contract, entitled “Termination,” is hereby superseded and amended to read in its entirety as follows:

Article IX.

TERMINATION

“It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, 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 Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

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. (\$8,272,91). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

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 SECOND AMENDMENT

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

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 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 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: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County, in said State, hereby certify that EDDIE D. HARPER, 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 _____, 2021.

Notary Public: _____
My Commission Expires: _____